



**Tuesday, June 20, 2023
5:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

Agenda Adjustments - Add Policy Item #27 to the agenda at the request of the Administration.

27. **2023-428** Adopt a Resolution authorizing the submission of a grant application to the U.S. Department of Defense for the 2023 Defense Community Infrastructure Pilot Program for the expansion of the terminal building at the Hattiesburg Bobby L. Chain Municipal Airport.

POLICY AGENDA

1. **2023-392** Approve the minutes for the June 5 & 6, 2023 meetings of the City Council.
2. **2023-323** Take from the table a request to approve a preliminary plat for a major subdivision (all zoned B-5, Regional Business District) for a property located at Lamar Boulevard and Highway 98, as requested by Hunter Andrews, engineer, and Graham Development, LLC. The Planning Commission recommended approving on May 3rd, 2023 - tabled at the June 6, 2023 meeting.
3. **2023-400** Approve a petition filed by Gerry & Jennifer Mallory, and Jimmie Jones, to request a conditional use for a “Lodging – bed and breakfast inn” in an R-1A Zone for a property located at 416 Bay Street. Planning Commission recommended to approve on June 7th, 2023.
4. **2023-404** Approve a variance from the front yard fence height requirement of 4 feet above grade to allow for 6 feet above grade for a fence located at 618/620 Campbell Loop, petitioned by Jennifer West and Floyd Hubbell. The Board of Adjustment recommended to approve on June 7th, 2023.
5. **2023-405** Approve a variance from the minimum side setback requirement of 10 feet for an R-1A zoned property to allow for a 5 feet side setback for a proposed residential

addition located at 500 Walnut Street, filed Scott Pipkins. Board of Adjustment recommended to approve on June 7th, 2023.

6. **2023-414** Adopt a Resolution declaring a portion of property identified as Forrest County Parcel PPIN 26510 and PPIN 41471 necessary for public use, establishing just compensation and authorizing the Mayor to make a fair market value offer to Hub Development, LLC and issue a manual check.
7. **2023-415** Adopt a Resolution declaring a portion of property identified as Forrest County Parcel PPIN 17802 and PPIN 17803 necessary for public use, establishing just compensation and authorizing the Mayor to make a fair market value offer to Hattiesburg Clinic PA and issue and manual check.
8. **2023-418** Adopt a Resolution declaring a portion of property identified as Forrest County Parcel PPIN 20852 necessary for public use, establishing just compensation and authorizing the Mayor to make a fair market value offer to Mary A. Barnett and issue a manual check.
9. **2023-416** Adopt a Resolution declaring a portion of property identified as Forrest County Parcel PPIN 20853 necessary for public use, establishing just compensation and authorizing the Mayor to make a fair market value offer to Luther Andrew Dews, Sr., Trustee of the L. Andrew Dews Revocable Trust and issue manual check.
10. **2023-417** Adopt a Resolution declaring a portion of property identified as Forrest County Parcel PPIN 46013, PPIN 17800, and PPIN 17801 necessary for public use, establishing just compensation and authorizing the Mayor to make a fair market value offer to Hattiesburg Clinic PA and issue a manual check.
11. **2023-419** Adopt a Resolution declaring a portion of property identified as Forrest County Parcel PPIN 20813 and PPIN 20814 necessary for public use, establishing just compensation and authorizing the Mayor to make a fair market value offer to Hattiesburg Clinic PA and issue a manual check.
12. **2023-420** Adopt a Resolution declaring a portion of property identified as Forrest County Parcel PPIN 20806 necessary for public use, establishing just compensation and authorizing the Mayor to make a fair market value offer to P&A Properties, LLC and issue a manual check.
13. **2023-421** Adopt a Resolution declaring a portion of property identified as Forrest County Parcel PPIN 20851 necessary for public use, establishing just compensation and authorizing the Mayor to make a fair market value offer to Ladre, LLC and issue and manual check.

14. **2023-398** Approve Engagement Agreement between City of Hattiesburg and Landarc Consulting Group, Inc., for professional landscape architectural services related to the I-59/98 Interchange and authorize Mayor to execute the same.
15. **2023-409** Approve Memorandum of Agreement (MOA) with the Mississippi Department of Transportation for the Fourth Street Pathway, 38th to 34th project (STP-7194-00(004)LPA/109375-701000) and authorize the Mayor to execute in duplicate.
16. **2023-399** Approve Lighting Agreement with Mississippi Power Company for New Service point at Tatum Park for Fields 16 and 18 and authorize the Mayor to execute the same.
17. **2023-407** Approve Change Order No. 1 with Sports Contractors Inc. to both add and subtract pay items on the Tatum Park-Fields 16, 18 and Common Areas project contract for a net increase to the contract of \$50,104.05 and authorize the Mayor to sign it in duplicate.
18. **2023-401** Approve Supplemental Agreement No. 3 with Walters Construction Company, Inc. for the U.S. Highway 49, Adeline Street, Camp Street, Mamie Street Project (State Aid Project No. DECD-0018(35)BO) to add lime stabilization to the project at an additional cost of \$39,814.40; Authorize the Mayor to execute in multiples.
19. **2023-397** Approve Subscription Agreement between City of Hattiesburg Municipal Court and LexisNexis, a division of RELX Inc., for legal research for a term beginning July 1, 2023 through June 30, 2025, as per attached, and authorize the Mayor to execute the same.
20. **2023-425** Approve Maintenance Agreement between City of Hattiesburg and Doleac Electric Company, Inc., to provide generator maintenance professional services and authorize the Mayor to execute the same.
21. **2023-396** Approve Agreement between City of Hattiesburg and the University of Southern Mississippi, College of Nursing and Health Professions for clinical learning experiences for students from the College of Nursing and Health Professions at various City facilities and City Programs, and authorize Mayor to execute the same.
22. **2023-393** Approve advertising sponsorship for the 2023 Star Spangled Celebration on the River, July 3, 2023, in accordance with Mississippi 17-3-1, in the amount of \$9500.00, and authorize issuance of manual check for the same.
23. **2023-422** Accept donation of a portion of property identified as Forrest County Parcel PPINs 20822,20812, 20811, 20810, 20808, 20809, 20807, 20805, from East 30th, LLC, and declaring said property interests identified as necessary for public use and authorizing the Mayor to acquire deeds and conveyances from and any and all

interest holders in said property, and to acquire rights to the property from all interests holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.

24. **2023-423** Accept donation of a portion of property identified as Forrest County Parcel PPINs 20850, 20849, 20855, 20856, 26497, 20857 from Midtown Montevista, LLC, and declaring said property interests identified as necessary for public use and authorizing the Mayor to acquire deeds and conveyances from and any and all interest holders in said property, and to acquire rights to the property from all interests holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.
25. **2023-424** Accept donation of a portion of property identified as Forrest County Parcel PPINs 26499, 26498 from West 31st, LLC, and declaring said property interests identified as necessary for public use and authorizing the Mayor to acquire deeds and conveyances from and any and all interest holders in said property, and to acquire rights to the property from all interests holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.
26. **2023-412** Approve and authorize issuance of manual check for consultant services provided by Grace Aaron Development Consulting for the creation of the 2023-2027 Consolidated Plan and 2023 Annual Action Plan per attached Memorandum. {Entitlement CDBG/HOME}

ROUTINE AGENDA

1. **2023-426** Ratify Agreement with Artisan Pyrotechnics, Inc., for June 19, 2023, Juneteenth Celebration.
2. **2023-413** Acknowledge privilege license report for the month ending May 2023.
3. **2023-403** Acknowledge the Hattiesburg Planning Commission's decision to approve a historic flood variance for Hawkins Elementary at 526 Forrest St.
4. **2023-394** Approve the donation of a Belgian Malinois canine from Sunshine Smith valued at \$15,000.00 to the Hattiesburg Police Department for the use of a police service dog.
5. **2023-406** Approve and authorize publication of Notice for Request for Proposals for Public WiFi Services in various locations in the City of Hattiesburg.

6. **2023-402** Authorize publication of Notice of Public Hearing to present the draft HOME-American Rescue Plan (ARP) Allocation Plan and substantial amendment to the 2021 Annual Action Plan incorporating HOME-ARP.
7. **2023-408** Approve plans and specifications for Fire Station #7 Re-Roof Project; Authorize advertisement for bids for same.
8. **2023-410** Approve Specifications and Authorize publication of a Request for Proposals for Pre-Disaster Debris Monitoring Services.
9. **2023-411** Approve Specifications and Authorize publication of a Request for Proposals for Pre-Disaster Debris Removal Services.
10. **2023-391** Approve the City's purchase of (1) one grave space, located in the North Half (N 1/2) of the Northeast Quarter (NE 1/4), Lot 61, Section 39, at Highland Cemetery, Minute Book# 2022- Page # 167, in the amount of \$ 175.00 from Octavia Carroll Cooper Authorize manual check for the same.
11. **2023-390** Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
12. **2023-395** Approve claims docket for the period ending June 16, 2023.

In Memoriam:

- **Mr. James Thomason Cox**
- **Mr. Kennon Barton**
- **Mr. Hunter Eugene Garrett**
- **Mr. Louis Earl Rhian**
- **Mrs. Sandra Kaye Norris**

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, June 20, 2023

Re: Adopt a Resolution authorizing the submission of a grant application to the U.S. Department of Defense for the 2023 Defense Community Infrastructure Pilot Program for the expansion of the terminal building at the Hattiesburg Bobby L. Chain Municipal Airport.
File Number: 2023-428
Minute Book #

Summary

Recommendation Statement

Please place this on the June 20, 2023 City Council meeting for consideration.

RESOLUTION

WHEREAS, the City of Hattiesburg, Mississippi, is expanding the terminal building of the Hattiesburg Bobby L. Chain Municipal Airport within the City of Hattiesburg; and

WHEREAS, the City of Hattiesburg desires to submit an application to the U.S. Department of Defense for the 2023 Defense Community Infrastructure Pilot Program; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor of the City of Hattiesburg be authorized to apply for and accept grant funding, and that he is authorized to act as a representative of the City of Hattiesburg in the matter and to execute all necessary forms and documents on behalf of the City.

The above and foregoing resolution, after having been first reduced to writing, was introduced by Council Member _____, seconded by Council Member _____, and was adopted by the following vote, to wit:



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ronda Kennedy, Clerk of Council
cc:
Date: Tuesday, June 20, 2023
Re: Approve the minutes for the June 5 & 6, 2023 meetings of the City Council.
File Number: 2023-392
Minute Book #

Summary

According to Miss. Code Ann. § 21-15-33, "the minutes of every municipality must be adopted and approved by a majority of all the members of the governing body of the municipality at the next regular meeting or within thirty (30) days of the meeting thereof, whichever occurs first....."

Recommendation Statement

I recommend approval of the minutes.

Please place this on the June 20, 2023 City Council meeting for consideration.

Published Agenda



Monday, June 5, 2023 4:00 PM	City Council Monday Meeting Agenda	Council Chambers 200 Forrest Street
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Call to Order		
<u>Public Hearing</u>		
1.	2023-355	Hold Public Hearing to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.
Agenda Review		
<u>Work Session</u>		
1.	2023-376	The Changes Center building conditions, requested by Councilmember Delgado.
2.	2023-377	Edwards Street reconstruction schedule/timeline, requested by Councilmember Delgado.
3.	2023-378	Gordon's Creek development schedule/timeline from River Avenue to the Leaf River, requested by Councilmember Delgado.
4.	2023-379	Phone and Wi-Fi at the boxing gym and parks, requested by Councilmembers Delgado and Brown.
5.	2023-382	All salary increases, by department and position received since January 1, 2023 as requested on May 8, 2023 by Councilmember Delgado.
6.	2023-383	Compliance with MS Code §21-15-41, requested by Councilmember Delgado.
Citizens' Forum		
Meeting Recess		

<u>Call to Order</u>		
BE IT REMEMBERED that the Hattiesburg City Council held a Public Hearing on unsafe properties at 4:00 p.m. Monday, June 5, 2023 , in Council Chambers at City Hall, pursuant to order adopted May 2, 2023, at Minute Book 2023 Pages 175-176, to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.		
Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2; Carter Carroll, Ward 3; Dave Ware, Ward 4; and Nicholas Brown, Ward 5. Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Kennedy; Deputy Clerk of Council, Lisa Luu Jolly; City staff members; media; and the public.		
Council President George called the meeting to order and explained the procedures.		
<u>Public Hearing</u>		
1.	2023-355	Hold Public Hearing to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.
<u>Attachments:</u> PH 06 05 2023 Request to Set Public Hearing Memo		
1. 102 West 7th Street Case History		
2. 106 Donald Street Case History		
3. 108 Donald Street Case History		

4. 110 Donald Street Case History
5. 135 East 7th Street Case History
6. 212 Willis Avenue Case History
7. 314 Bay Street Case History
8. 718 Tatum Road Case History
9. 416 Miller Street Case History
10. 509 Elizabeth Avenue Case History
11. 610 Breland Street Case History
12. 704 Ellis Avenue Case History
13. 1300 North Main Street Case History
14. 1504 Main Street Case History

Code Enforcement Manager, Charles Copeland, presented the properties to be considered. Mr. Copeland recommended that the Council adopt resolutions determining the properties are in such a state of uncleanness so as to be a menace to the health and safety of the community, providing a specified period of time to remove the violations, and declaring the City's intent to take action to clear violations and charge the cost plus penalty against the property if the violations are not resolved in the specified period of time. He recommended resolutions allowing homeowners 15 days to resolve violations.

Council President George called out each unsafe property listed and asked if there were any citizens who wished to speak on behalf of the property called.

- Kenneth Moye, property owner of 314 Bay Street (Case #7)
- Chester and Kara Williams, property owners of 416 Miller Street (Case #9). Mr. Williams stated that the property has been properly cleaned and renovated. Mr. Charles responded in the affirmative and asked it be removed from the condemnation list.
- Katie L. Riley, property owner's neighbor of the property 704 Ellis Avenue (Case #12)

There were no other citizens present who wished to address the Council regarding properties listed for the public hearing.

Mr. Charles asked for the following properties be removed from the condemnation list:

- Case #4 - 110 Donald Street
- Case #9 - 416 Miller Street
- Case#10 - 509 Elizabeth Avenue

By unanimous consent, Council President George **closed the public hearing at 4:21 p and proceeded with the Agenda Review.**

Agenda Review

Council President George proceeded with the Agenda Review.

Following discussion of agenda items, Council President George closed the Agenda Review.

Citizens' Forum

Council Vice President Ware proceeded with the Citizens' Forum.

He stated the procedures and invited members of the public to speak.

The following citizens addressed the Council:

- Robert Escudero, 58 Homestead Ridge
- Sandra Chamberes Jerald, 606 Dumas Ave.
- Eric Steele, 604 Dumas Ave.
- Randall Williams, 114 May Ave.
- Alex Bilania, 413 Court St.
- Anthony Shaw, 639 Phoenix Cir
- Jennifer Shaidnogle, 417 Walnut St.
- Chelsea Carroll, 311 Elizabeth Ave.

There were no other citizens present who wished to address the Council.

Council Vice President Ware closed the Citizen Forum.

Work Session

Council President George proceeded with the Work Session, which included:

- | | | |
|----|-----------------|---|
| 1. | 2023-376 | The Changes Center building conditions, requested by Councilmember Delgado. |
| 2. | 2023-377 | Edwards Street reconstruction schedule/timeline, requested by Councilmember Delgado. |
| 3. | 2023-378 | Gordon's Creek development schedule/timeline from River Avenue to the Leaf River, requested by Councilmember Delgado. |
| 4. | 2023-379 | Phone and Wi-Fi at the boxing gym and parks, requested by Councilmembers Delgado and Brown. |
| 5. | 2023-382 | All salary increases, by department and position received since January 1, 2023 as requested on May 8, 2023 by Councilmember Delgado. |
| 6. | 2023-383 | Compliance with MS Code §21-15-41, requested by Councilmember Delgado. |

Meeting Recess

Council President George declared the **meeting recessed at 5:16 p.m., this 5th day of June, 2023**, by unanimous consent, until the 6th day of June, 2023.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

Published Agenda



Tuesday, June 6, 2023 5:00 PM	City Council Tuesday Meeting Agenda	Council Chambers 200 Forrest Street
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Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

Agenda Adjustments - Add Policy Item #27, #28 & #29 to the agenda at the request of the Administration,

- | | |
|------------------------|---|
| 27. 2023-387 | Approve a Sponsorship Agreement between the City of Hattiesburg and IMG for advertising sponsorship in accordance with MS Code, 17-3-1, in an amount not to exceed \$6,000.00. |
| 28. 2023-388 | Adopt a Resolution authorizing the submission of a grant application to the U.S. Economic Development Authority for the 2023 Public Works and Economic Adjustment Assistance Program. |
| 29. 2023-389 | Adopt a Resolution authorizing the submission of a grant application to the Federal Highway Administration for the charging and fueling infrastructure grant program. |

POLICY AGENDA

- | | |
|---------------------------|---|
| 1. 2023-359 | Approve the minutes for the May 15 & 16, 2023 meetings of the City Council. |
| 2. 2023-243 | Take from the table an Appeal of the Planning Commission's recommendation to deny an Ordinance changing the zoning classification for property located at 350 S 11 th Ave from R-1B (Single-Family Residential) to R-3 (Multi-family residential) and change the zoning at 709 Mamie Street from R-1A to R-2 (two-family residential) (Forrest County, Ward 4) - tabled at the May 16, 2023 meeting. <i>(Revised)</i> |
| 3. 2023-323 | Take from the table a request to approve a preliminary plat for a major subdivision (all zoned B-5, Regional Business District) for a property located at Lamar Boulevard and Highway 98, as requested by Hunter Andrews, engineer, and Graham Development, LLC. The Planning Commission recommended approving on May 3rd, 2023 - tabled at the May 16, 2023 meeting. |
| 4. 2023-354 | Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community. |
| 5. 2023-356 | Adopt a Resolution approving the issuance of a Free Port Warehouse exemption to Resinall Corporation, and granting the appropriate tax exemption pursuant to Section 21-31-51, of the Mississippi Code. |
| 6. 2023-352 | Adopt a Resolution appointing Mississippi Municipal League 2023 Voting Delegates for the City of Hattiesburg. |
| 7. 2023-348 | Adopt a Resolution declaring equipment as surplus and authorize the disposal of said equipment and authorize removal of equipment from the city inventory of the Parks and Recreation Department. (per attached memo) |
| 8. 2023-374 | Adopt the June 6th, 2023 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2023 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance. |
| 9. 2023-362 | Approve Lighting Agreement with Mississippi Power Company for Installing 4 New 190W and 280W LED Fixtures at US Hwy 11 (Veterans Blvd) and authorize the Mayor to execute the same. |
| 10. 2023-360 | Approve Lighting Agreement with Mississippi Power Company for additional lighting for a monthly increase in pricing for the following locations per attached documents; and authorize the Mayor to execute the same. |
| 11. 2023-330 | Approve Change Order No. 3 with Hemphill Construction Co. for the Water Plant #1 Rehab Phase I to increase the number of days for completion of the contract and authorize the Mayor to execute in duplicate. |
| 12. 2023-369 | Approve Supplemental Agreement No. 2 with Holliday Construction, LLC for the North 28th Avenue Bridge Replacement Project to adjust quantities to actual and reduce the contract amount by \$3,238.75 for a final contract amount of \$546,273.00 and authorize the Mayor to execute in multiples; Authorize the final acceptance and closeout of the project; Authorize payment of the final pay application in the amount of \$27,313.65. |

13.

2023-370

Approve Change Order No. 2 with Phoenix Construction, LLC for the Jaycee Park Improvements project to account for additional items at an added cost of \$3,194.70 and authorize the Mayor to execute in duplicate.

14.

2023-361

Approve Contractor and Owner Agreements for the Emergency Roof Repair Initiative for an amount not to exceed \$15,000 per project according to the Emergency Roof Repair Initiative Manual and authorize the Mayor to execute in triplicate.

15.

2023-363

Approve contract between City of Hattiesburg and Burkett’s Seafood to provide concessionaire services at Tatum Park Softball Complex and authorize the Mayor to execute the same.

16.

2023-365

Approve Agreement between City of Hattiesburg, South Mississippi Planning and Development District, and Milk and Honey Properties, LLC., for participation in the Commercial Redevelopment Incentive Program for redevelopment of property located at 415 Broadway Drive, Hattiesburg, Mississippi and authorize the Mayor to execute the same.

17.

2023-366

Approve Agreement between City of Hattiesburg and Art Makes Art, Inc., to provide theater and art programs for the City of Hattiesburg in an amount not to exceed \$15,000.00, authorize Mayor to execute the same and authorize issuance of manual check.”

18.

2023-367

Approve Advertisement Sponsorship between City of Hattiesburg and Hattiesburg Exchange Club for the 2023 DYB World Series Baseball Tournament, in accordance with Mississippi Code 17-3-1.

19.

2023-368

Acknowledge bids received on May 25, 2023 for the 16th Avenue and Concart Street Improvements project and accept the bid from Colony Construction for the base bid, additive alternate No. 1 and additive alternate No. 2 in the amount of \$600,290.10; Authorize the Mayor to execute contracts when prepared.

20.

2023-371

Acknowledge bids received on April 20, 2023 for the Gordon's Creek to McLeod Street TAP project, reject all bids as exceeding costs estimates and authorize re-advertisement of the project, subject to Mississippi Department of Transportation (MDOT) approval.

21.

2023-372

Approve and authorize the Mayor to execute a contract between the City of Hattiesburg Parks and Recreation Department and Michelle Williams for the management operation of the City of Hattiesburg Summer Aquatic Program.

22.

2023-385

Adopt a Resolution appointing Betsy Mercier as Interim Director of the Parks and Recreation Department.

23.

2023-373

Ratify and confirm the Mayor's appointment of Lucy Parkman (W5) to the Hattiesburg Board of Adjustment for a three-year term beginning December 3, 2022 and ending December 2, 2025.

24.

2023-349

Ratify and confirm the Mayor's re-appointment of Frederick Varnado (W3) to the Hattiesburg-Laurel Regional Airport Authority for a five-year term beginning June 7, 2023 and ending June 6, 2028.

25.

2023-350

Ratify and confirm the Mayor's re-appointment of James T. Tisdale to the Pine Belt Regional Solid Waste Management Authority for a four-year term beginning June 30, 2023 and ending June 29, 2027.

26.

2023-375

Authorize the acceptance of the Asbury Foundation grant agreement for the Hattiesburg Police Department K-9 Program, for the purchase of one (1) dual-purpose K-9 at \$13,000. Authorize the Mayor to execute in duplicate.

ROUTINE AGENDA

1.

2023-287

Acknowledge receipt of the two-quote docket.

2.

2023-351

Acknowledge receipt of a Declaration of Forfeiture from the 12th Circuit Court Narcotics Enforcement Team forfeiting \$504.00 to the Hattiesburg Police Department . The \$504.00 will be forfeited in the manner provided per attached memo.

3.

2023-353

Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {CDBG Entitlement/HOME}

4.

2023-357

Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.

5.

2023-347

Approve claims docket for the period ending May 31, 2023.

6.

2023-384

Acknowledge receipt of the FY 2022 Annual Report and Audit of the Hattiesburg Convention Commission.

In Memoriam:

- Mrs. Amy Johnson Sevier
- Mr. Paul L. Kennedy
- Mr. John Lee Prine
- Mr. Gary W. Fordham
- Ms. Barbara Kay Creel Thornton
- Mr. Eric Gressett
- Mr. Robert Byrd, Jr.
- Mr. Robert Frank Cade
- Colonel Ed Felsher
- Mr. George Eagle
- Mrs. Clementine Benton

Meeting Adjourn

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, June 6, 2023**, in Council Chambers at City Hall; same being from a recessed meeting held on June 5, 2023.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2; Carter Carroll, Ward 3; Dave Ware, Ward 4; and Nicholas Brown, Ward 5. Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Kennedy; Deputy Clerk of Council, Lisa Luu Jolly; City staff members; media; and the public.

Council President George Called the meeting to order.

Call to Prayer and Pledge of Allegiance

The prayer was given by Mr. Wiley Quinn.

The Pledge of Allegiance was led by Kermas Eaton.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

The Mayor thanked the Hattiesburg Fire Department and welcomed the City's new Director of the Engineer Department, Mary Beth Bergin.

There were no other presentations at this time.

Agenda Adjustments

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Add Policy Item #27 #28 and #29 to the agenda at the request of the Administration.

27.

2023-387

Approve a Sponsorship Agreement between the City of Hattiesburg and IMG for advertising sponsorship in accordance with MS Code, 17-3-1, in an amount not to exceed \$6,000.00 and authorize a manual check.
28.

2023-388

Adopt a Resolution authorizing the submission of a grant application to the U.S. Economic Development Authority for the 2023 Public Works and Economic Adjustment Assistance Program (PWEAA).

Attachments: Resolution- EDA Economic Adjustment Assistance (EAA) Grant 6.6.23
29.

2023-389

Adopt a Resolution authorizing the submission of a grant application to the Federal Highway Administration for the charging and fueling infrastructure grant program.

Attachments: Resolution-Charging & Fueling Infrastructure Grant 6.6.23

THE MATTER OF THE AGENDA ORDER came before the Council.

POLICY AGENDA

The POLICY AGENDA came before the Council.

1.

2023-359

Approve the minutes for the May 15 & 16, 2023 meetings of the City Council.

Attachments: 05-15-2023 AR Mins
05-16-2023 Mins

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve the minutes for the May 15 & 16, 2023 meetings of the City Council.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

2. **2023-243** Take from the table an Appeal of the Planning Commission's recommendation to deny an Ordinance changing the zoning classification for property located at 350 S 11th Ave from R-1B (Single-Family Residential) to R-3 (Multi-family residential) and change the zoning at 709 Mamie Street from R-1A to R-2 (two-family residential) (Forrest County, Ward 4) - tabled at the May 16, 2023 meeting. (Revised)

Attachments: Item A Staff Summary
 Item A image sheet
 Item A Applicant Summary
 MINUTES HPC March 2023
 Ordinance - Robin Roberts Rezone R3 only (Revised)
 Ordinance - Robin Roberts Rezone R2 only (revised)

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Take from the table an Appeal of the Planning Commission's recommendation to deny an Ordinance changing the zoning classification for property located at 350 S 11th Ave from R-1B to R-3 and change the zoning at 709 Mamie Street from R-1A to R-2 - tabled at the May 16, 2023 meeting.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

A MOTION was made by Council Member Carroll and seconded by Vice President Ware to Adopt an Ordinance (#3330) changing the zoning classification for property located at 350 S 11th Ave from R-1B to R-3 and to DENY the change of the zoning classification at 709 Mamie Street from R-1A to R-2.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

3. **2023-323** Take from the table a request to approve a preliminary plat for a major subdivision (all zoned B-5, Regional Business District) for a property located at Lamar Boulevard and Highway 98, as requested by Hunter Andrews, engineer, and Graham Development, LLC. The Planning Commission recommended approving on May 3rd, 2023 - tabled at the May 16, 2023 meeting.

Attachments: Staff Summary - Hattiesburg Marketplace Major Subdivision
 Image Sheet - Hattiesburg Market Place Major Sub
 Application
 HPC Item C - Exhibits
 DEED 26D 478
 PRELIM PLAT
 Minutes HPC May 2023

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Take from the table a request to approve a preliminary plat for a major subdivision for a property located at Lamar Boulevard and Highway 98, as requested by Hunter Andrews, engineer, and Graham Development, LLC.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Table a request to approve a preliminary plat for a major subdivision for a property located at Lamar Boulevard and Highway 98, as requested by Hunter Andrews, engineer, and Graham Development, LLC, until next City Council meeting (June 20, 2023).

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

4. **2023-354** Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.

Attachments: PH 06 06 2023 Adopt Resolution to Condemn Memo (1) (revised)
1. 102 West 7th Street Condemnation Resolution
2. 106 Donald Street Condemnation Resolution
3. 108 Donald Street Condemnation Resolution
5. 135 East 7th Street Condemnation Resolution
6. 212 Willis Avenue Condemnation Resolution
7. 314 Bay Street Condemnation Resolution
8. 718 Tatum Road Condemnation Resolution
11. 610 Breland Street Condemnation Resolution
12. 704 Ellis Avenue Condemnation Resolution
13. 1300 North Main Street Condemnation Resolution
14. 1504 Main Street Condemnation Resolution

A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Remove the following properties for condemnation: 314 Bay Street and 704 Ellis Avenue.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Adopt Resolutions (#2023-62-66; 68,69,71, 72) condemning the following properties as unclean and a menace to the health and safety of the community.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

A MOTION was made by Council Vice President Ware and seconded by Council Member Brown to Add and Adopt Resolutions (#2023-67 and #2023-70) condemning the following properties, 314 Bay Street and 704 Ellis Avenue, as unclean and a menace to the health and safety of the community.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 4 - George, Carroll, Ware and Brown

Nays: 1 - Delgado

5. **2023-356** Adopt a Resolution approving the issuance of a Free Port Warehouse exemption to Resinall Corporation, and granting the appropriate tax exemption pursuant to Section 21-31-51, of the Mississippi Code.

Attachments: FreeportWarehouse

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt a Resolution (#2023-73) approving the issuance of a Free Port Warehouse exemption to Resinall Corporation, and granting the appropriate tax exemption pursuant to Section 21-31-51, of the Mississippi Code.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

6. **2023-352** Adopt a Resolution appointing Mississippi Municipal League 2023 Voting Delegates for the City of Hattiesburg.

Attachments: RESOL.DELEGATES

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt a Resolution (#2023-74) appointing Mississippi Municipal League 2023 Voting Delegates for the City of Hattiesburg.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

7. **2023-348** Adopt a Resolution declaring equipment as surplus and authorize the disposal of said equipment and authorize removal of equipment from the city inventory of the Parks and Recreation Department. (per attached memo)

Attachments: Resolution-surplus 2023-6

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt a Resolution (#2023-75) declaring equipment as surplus and authorize the disposal of said equipment and authorize removal of equipment from the city inventory of the Parks and Recreation Department.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

8. **2023-374** Adopt the June 6th, 2023 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2023 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.

Attachments: 20230601154658539

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt the June 6th, 2023 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2023 and adopt Resolution (#2023-76) authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

9. **2023-362** Approve Lighting Agreement with Mississippi Power Company for Installing 4 New 190W and 280W LED Fixtures at US Hwy 11 (Veterans Blvd) and authorize the Mayor to execute the same.

Attachments: MS Power - Service Agreement
Lighting Agreement with MS Power for LED fixtures at US Hwy 11 (Veterans Blvd)

A MOTION was made by Council Member Brown and seconded by Council Member Delgado to Approve Lighting Agreement with Mississippi Power Company for Installing 4 New 190W and 280W LED Fixtures at US Hwy 11 (Veterans Blvd) and authorize the Mayor to execute the same.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

- 10. 2023-360** Approve Lighting Agreement with Mississippi Power Company for additional lighting for a monthly increase in pricing for the following locations per attached documents; and authorize the Mayor to execute the same.

Attachments: MS Power - 150 Watt Acorn
MS Power - 610 Francis St
MS Power - End of Tuscan Ave
MS Power - 711 & 804 Highland
MS Power - 33 Install @ \$8.65 Ward 5

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to Approve Lighting Agreement with Mississippi Power Company for additional lighting for a monthly increase in pricing for the following locations per attached documents; and authorize the Mayor to execute the same.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

- 11. 2023-330** Approve Change Order No. 3 with Hemphill Construction Co. for the Water Plant #1 Rehab Phase I to increase the number of days for completion of the contract and authorize the Mayor to execute in duplicate.

Attachments: 1273-W015.1_Change Order No 3 - time extension_2023-05-12

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve Change Order No. 3 with Hemphill Construction Co. for the Water Plant #1 Rehab Phase I to increase the number of days for completion of the contract and authorize the Mayor to execute in duplicate.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

- 12. 2023-369** Approve Supplemental Agreement No. 2 with Holliday Construction, LLC for the North 28th Avenue Bridge Replacement Project to adjust quantities to actual and reduce the contract amount by \$3,238.75 for a final contract amount of \$546,273.00 and authorize the Mayor to execute in multiples; Authorize the final acceptance and closeout of the project; Authorize payment of the final pay application in the amount of \$27,313.65.

Attachments: N. 28th Ave Bridge Replacement Closeout Docs

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve Supplemental Agreement No. 2 with Holliday Construction, LLC for the North 28th Avenue Bridge Replacement Project to adjust quantities to actual and reduce the contract amount by \$3,238.75 for a final contract amount of

\$546,273.00 and authorize the Mayor to execute in multiples; Authorize the final acceptance and closeout of the project; Authorize payment of the final pay application in the amount of \$27,313.65.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

13.

2023-370

Approve Change Order No. 2 with Phoenix Construction, LLC for the Jaycee Park Improvements project to account for additional items at an added cost of \$3,194.70 and authorize the Mayor to execute in duplicate.
- Attachments:

3922 Change Order #2 for Owner Signature

Change Order #2 with Phoenix Construction, LLC - Jaycee Park Improvements Project

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Approve Change Order No. 2 with Phoenix Construction, LLC for the Jaycee Park Improvements project to account for additional items at an added cost of \$3,194.70 and authorize the Mayor to execute in duplicate.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

14.

2023-361

Approve Contractor and Owner Agreements for the Emergency Roof Repair Initiative for an amount not to exceed \$15,000 per project according to the Emergency Roof Repair Initiative Manual and authorize the Mayor to execute in triplicate.
- Attachments:

412 N 38th Av Agrmt_06062023

312 Willis Av Agrmt_06062023

Contractor and homeowner agreements for emergency roof repair projects - 6-6-2023

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Approve Contractor and Owner Agreements for the Emergency Roof Repair Initiative for an amount not to exceed \$15,000 per project according to the Emergency Roof Repair Initiative Manual and authorize the Mayor to execute in triplicate.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

15.

2023-363

Approve contract between City of Hattiesburg and Burkett’s Seafood to provide concessionaire services at Tatum Park Softball Complex and authorize the Mayor to execute the same.
- Attachments:

BurkettsSeafood_Tatum Softball Concession Contract_updated2023

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve contract between City of Hattiesburg and Burkett’s Seafood to provide concessionaire services at Tatum Park Softball Complex and authorize the Mayor to execute the same.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

16.

2023-365

Approve Agreement between City of Hattiesburg, South Mississippi Planning and Development District, and Milk and Honey Properties, LLC., for participation in the Commercial Redevelopment Incentive Program for redevelopment of property located at 415 Broadway Drive, Hattiesburg, Mississippi and authorize the Mayor to execute the same.

Attachments: Redevelopment Program-SMPDD- Milk & Honey Properties, LLC. 6.6.23
Agreement with COH, SMPDD and Milk & Honey Properties, LLC –
redevelopment of 415 Broadway Drive

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Approve Agreement between City of Hattiesburg, South Mississippi Planning and Development District, and Milk and Honey Properties, LLC., for participation in the Commercial Redevelopment Incentive Program for redevelopment of property located at 415 Broadway Drive, Hattiesburg, Mississippi and authorize the Mayor to execute the same.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

- 17. 2023-366** Approve Agreement between City of Hattiesburg and Art Makes Art, Inc., to provide theater and art programs for the City of Hattiesburg in an amount not to exceed \$15,000.00, authorize Mayor to execute the same and authorize issuance of manual check.”

Attachments: 2023 Theater and Arts Program-Abigail Allen
Agreement between COH and Art Makes Art, Inc., to provide theater and art programs

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Approve Agreement between City of Hattiesburg and Art Makes Art, Inc., to provide theater and art programs for the City of Hattiesburg in an amount not to exceed \$15,000.00, authorize Mayor to execute the same and authorize issuance of manual check.”

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

- 18. 2023-367** Approve Advertisement Sponsorship between City of Hattiesburg and Hattiesburg Exchange Club for the 2023 DYB World Series Baseball Tournament, in accordance with Mississippi Code 17-3-1.

Attachments: DYB Invoice City of Hattiesburg

A MOTION was made by Council Member Brown and seconded by Council Member Delgado to Approve Advertisement Sponsorship between City of Hattiesburg and Hattiesburg Exchange Club for the 2023 DYB World Series Baseball Tournament, in accordance with Mississippi Code 17-3-1; and authorize a manual check.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

- 19. 2023-368** Acknowledge bids received on May 25, 2023 for the 16th Avenue and Concart Street Improvements project and accept the bid from Colony Construction for the base bid, additive alternate No. 1 and additive alternate No. 2 in the amount of \$600,290.10; Authorize the Mayor to execute contracts when prepared.

Attachments: 16th Ave and Concart St Certified Bid Tab
16th Ave and Concart St Bid Tab Ltr

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Acknowledge bids received on May 25, 2023 for the 16th Avenue and Concart Street Improvements project and accept

the bid from Colony Construction for the base bid, additive alternate No. 1 and additive alternate No. 2 in the amount of \$600,290.10; Authorize the Mayor to execute contracts when prepared.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

- 20. 2023-371** Acknowledge bids received on April 20, 2023 for the Gordon's Creek to McLeod Street TAP project, reject all bids as exceeding costs estimates and authorize re-advertisement of the project, subject to Mississippi Department of Transportation (MDOT) approval.

Attachments: Bid Rejection Ltr
Bid Rejection Checklist
16242 CertBidTab
Sworn Proof-CL
Rejection of bids for Gordon's Creek to McLeod Three TAP Project and authorize
readvertisement, subject to MDOT approval

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Acknowledge bids received on April 20, 2023 for the Gordon's Creek to McLeod Street TAP project, reject all bids as exceeding costs estimates and authorize re-advertisement of the project, subject to Mississippi Department of Transportation (MDOT) approval.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

- 21. 2023-372** Approve and authorize the Mayor to execute a contract between the City of Hattiesburg Parks and Recreation Department and Michelle Williams for the management operation of the City of Hattiesburg Summer Aquatic Program.

Attachments: Michelle Williams Pool Services Labor Contract 2023

A MOTION was made by Council Member Brown and seconded by Council Vice President Ware to Approve and authorize the Mayor to execute a contract between the City of Hattiesburg Parks and Recreation Department and Michelle Williams for the management operation of the City of Hattiesburg Summer Aquatic Program.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

- 22. 2023-385** Adopt a Resolution appointing Betsy Mercier as Interim Director of the Parks and Recreation Department.

Attachments: COUNCIL RESOLUTION FOR APPOINTMENT-Betsy Mercier

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt a Resolution (#2023-77) appointing Betsy Mercier as Interim Director of the Parks and Recreation Department.

Council Member Delgado made a statement and read aloud her statement for the record.

“There is no question that the mayor has the right to appoint directors just as there is no question that the Council has the power to confirm. Similarly, there should be no question that each councilmember has the right to vote in the confirmation process according to what that councilmember believes to be in the best interest of the City. The vast majority of the time my

votes have been in favor of the candidate put forward by the mayor though i have occasionally had my doubts. On the other hand, there have been instances where my research and experience have required me to vote against particular appointments. One example was in the case of the last appointment to this position, I voted against that two times.

Today, unfortunately, is another instance where my vote is in opposition to the appointment.

During the work session yesterday, the mayor said that there was opportunity to go to him with concerns about this same appointment earlier. To be frank, I had no idea that an interim appointment to the position had been made until recently as complaints started to pour in from too many employees in the department about the even more toxic environment. Given the mayor's right to appoint, and the statutory requirement that such appointments to come before the council, it was my thought that there would be opportunity to raise questions when presentation was made to the Council. It was my understanding that it would be within 90 days and that the matter of pay would also be presented. Consequently, I waited. MS Code §21-15-41 states, “ **(1) No person shall serve in an interim or hold-over capacity for longer than ninety (90) days in a position that is required by law to be filled by appointment of the governing body of a municipality, or by mayoral appointment with the advice and consent of the council or aldermen. If such position is not filled within ninety (90) days after the expiration of the position’s term, or within ninety (90) days after the date of appointment if an interim appointment, the hold-over service or interim appointment shall terminate and no municipal funds may thereafter be expended to compensate the person serving in the position. Further, any action or vote taken by such person after the ninety-day period shall be invalid and without effect. If a council or board of aldermen rejects, or otherwise fails to confirm, an individual submitted by the mayor for appointment, the mayor may not resubmit or reappoint the same individual for that position during the remainder of the mayor’s current term in office.**

Because my concern was not only with the requirement to bring the matter before the council for approval, but also with the requirement that salaries be set by Council Ordinance, I now have increased concern. **MS Code §21-8-21 (2).....Every officer or employee of the municipality shall receive such a salary of compensation as the council shall by ordinance provide, and the salary compensation of all employees of such municipality shall be fixed by the council from time to time, as occasion may demand.** Many times there is strict adherence to the rules and at other times we are relaxed. Today, however, we are voting on an interim position where the salary increase was awarded without benefit of council vote.

Employees in that department have the audacity to believe that the work place should be a democratic environment where there is a set standard for the opportunity to advance and that matters of employee advancement and pay are standardized. In fact, employees throughout the City seem to have that expectation. For example, it is unbelievable that in public employment, because an employee who happens to work in a department that generates income or an enterprise fund, that employee is given higher pay. Others with the same employment classification work in areas that in no way generate income for the City are paid as much as \$20,000 less than the income generating employee. Either we “are” a public employer or we are not.

Success in a position is often enabled by the blessings of complete support of the administration and the creation of an environment to assure success. I have seen many capable employees, who, but for not having the institutional support necessary to enable stellar performance, have not been able to actualize their potential. Success is not singular.

Many people who work for the City live in my ward. Many of these rank and file employees have come to me for fear of reprisals. And even when I suggest that they follow the chain of command, fear of employment retaliation keeps them silent. I have recommended collective bargaining to many of them. I still recommend it to promote a democratic work environment, higher wages, fair and humane treatment, a bully free work environment and consistency of treatment. Beyond that, there is nothing I can do.

Unfortunately, this is the third time I am forced to vote against the choice for leadership in this important city department.”

Council Member Brown stated his concerns and comments regarding how he can not support this item.

Council Vice President Ware stated his comments in support.

Following discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 3- George, Carroll and Ware

Nays: 2- Delgado and Brown

23.

2023-373

Ratify and confirm the Mayor's appointment of Lucy Parkman (W5) to the Hattiesburg Board of Adjustment for a three-year term beginning December 3, 2022 and ending December 2, 2025.

A MOTION was made by Council Member Brown and seconded by Council Vice President Ware to Ratify and confirm the Mayor's appointment of Lucy Parkman (W5) to the Hattiesburg Board of Adjustment for a three-year term beginning December 3, 2022 and ending December 2, 2025.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

24.

2023-349

Ratify and confirm the Mayor's re-appointment of Frederick Varnado (W3) to the Hattiesburg- Laurel Regional Airport Authority for a five-year term beginning June 7, 2023 and ending June 6, 2028.

Attachments: [data sheet.airport](#)

A MOTION was made by Council Vice President Ware and seconded by Council Member Brown to Ratify and confirm the Mayor's re-appointment of Frederick Varnado (W3) to the Hattiesburg- Laurel Regional Airport Authority for a five-year term beginning June 7, 2023 and ending June 6, 2028.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

25.

2023-350

Ratify and confirm the Mayor's re-appointment of James T. Tisdale to the Pine Belt Regional Solid Waste Management Authority for a four-year term beginning June 30, 2023 and ending June 29, 2027.

Attachments: [James T Tisdale resume no ref](#)

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Ratify and confirm the Mayor's re-appointment of James T. Tisdale to the Pine Belt Regional Solid Waste Management Authority for a four-year term beginning June 30, 2023 and ending June 29, 2027.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

26.

2023-375

Authorize the acceptance of the Asbury Foundation grant agreement for the Hattiesburg Police Department K-9 Program, for the purchase of one (1) dual-purpose K-9 at \$13,000. Authorize the Mayor to execute in duplicate.

Attachments: Grant Award and Agreement

A MOTION was made by Council Member Brown and seconded by Council Vice President Ware to Authorize the acceptance of the Asbury Foundation grant agreement for the Hattiesburg Police Department K-9 Program, for the purchase of one (1) dual-purpose K-9 at \$13,000. Authorize the Mayor to execute in duplicate.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

27.

2023-387

Approve a Sponsorship Agreement between the City of Hattiesburg and IMG for advertising sponsorship in accordance with MS Code, 17-3-1, in an amount not to exceed \$6,000.00 and authorize a manual check.

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Approve a Sponsorship Agreement between the City of Hattiesburg and IMG for advertising sponsorship in accordance with MS Code, 17-3-1, in an amount not to exceed \$6,000.00 and authorize a manual check.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

28.

2023-388

Adopt a Resolution authorizing the submission of a grant application to the U.S. Economic Development Authority for the 2023 Public Works and Economic Adjustment Assistance Program (PWEAA).

Attachments: Resolution- EDA Economic Adjustment Assistance (EAA) Grant 6.6.23

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt a Resolution (#2023-78) authorizing the submission of a grant application to the U.S. Economic Development Authority for the 2023 Public Works and Economic Adjustment Assistance Program (PWEAA).

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

29.

2023-389

Adopt a Resolution authorizing the submission of a grant application to the Federal Highway Administration for the charging and fueling infrastructure grant program.

Attachments: Resolution-Charging & Fueling Infrastructure Grant 6.6.23

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt a Resolution (#2023-79) authorizing the submission of a grant application to the Federal Highway Administration for the charging and fueling infrastructure grant program.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to approve the Routine Agenda.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

1.

2023-287

Acknowledge receipt of the two-quote docket.

Attachments: Two Quote June 6 2023
2.

2023-351

Acknowledge receipt of a Declaration of Forfeiture from the 12th Circuit Court Narcotics Enforcement Team forfeiting \$504.00 to the Hattiesburg Police Department . The \$504.00 will be forfeited in the manner provided per attached memo.

Attachments: Receipt of Forfeiture Memo
Forfeiture Check
Order for Disposition of Seized Property - May 2023
3.

2023-353

Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {CDBG Entitlement/HOME}

Attachments: Manual Check Memo 06062023
Starter Homes of MS_ 2805 Hillside Dr_ 06062023
Starter Homes of MS_ 709 Woodland Ct_ 06062023
Starter Homes of MS_ 716 Barkley Rd_ 06062023
Starter Homes of MS_ 705 Quinn St_ 06062023
Starter Homes of MS_ 115 Independence Dr_ 06062023
4.

2023-357

Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.

Attachments: Memo's (06-06-2023)
Receipts (06-06-2023)
Deeds (06-06-2023)
5.

2023-347

Approve claims docket for the period ending May 31, 2023.

Attachments: DOCKET 23.05.31
5.31.23 DT
6.

2023-384

Acknowledge receipt of the FY 2022 Annual Report and Audit of the Hattiesburg Convention Commission.

Attachments: 2022 Hbg Convention Comm Annual Report and Audit

Executive Session

A MOTION was made by Council Vice President Ware for the Council to enter closed session to determine the need to enter Executive Session at 5:32 p.m.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

Council President George asked for the Chambers to be cleared at this time.

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to enter Executive Session to discuss strategy or negotiations with respect pending litigation, since to have an open meeting on this would have a detrimental effect on the litigating position of the City, in accordance with Mississippi Code Section 25-41-7 (b) at 5:34 p.m.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

The City Attorney stepped out into the hall and announced that the Council has gone into Executive Session to discuss strategy or negotiations with respect to pending litigation.

Those present for the Executive Session were Mayor Toby Barker; Council members Jeffrey George, Deborah Delgado, Carter Carroll, Dave Ware and Nicholas Brown; Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Chief Administrative Officer, Ann Jones; Interim Chief Financial Officer; City Engineer, Mary Beth Bergin; Deputy Director of Transportation and Engineering; Director of the Water Department, Alan Howe; Interim Director of Parks and Recreation, Betsy Mercier; Chief Communications Officer, Samantha McCain Alexander; Clerk of Council, Ronda Kennedy; Deputy Clerk of Council, Lisa Luu Jolly; and Attorney Keith Turner of Watkins & Eager law firm.

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll exit Executive Session and re-open the meeting to the public at 5:54 p.m.

There being no discussion, the Motion received the affirmative vote of the Council as follows:

Yeas: 5 - George, Delgado, Carroll, Ware and Brown

Nays: 0

In Memoriam:

A MOTION was made by Council President George to Adjourn the meeting in memory of:

- Mrs. Amy Johnson Sevier
- Mr. Paul L. Kennedy
- Mr. John Lee Prine
- Mr. Gary W. Fordham
- Ms. Barbara Kay Creel Thornton
- Mr. Eric Gressett
- Mr. Robert Byrd, Jr.

- Mr. Robert Frank Cade
- Colonel Ed Felsher
- Mr. George Eagle
- Mrs. Clementine Benton

Meeting Adjourn

Council President George declared the **meeting adjourned at 5:55 p.m., this 6th day of June, 2023**, by unanimous consent, until the 19th day of June, 2023.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Cory Long, Planning Administrator, Nathan Satcher, Planner II

cc: Ann Jones

Date: Tuesday, June 20, 2023

Re: Take from the table a request to approve a preliminary plat for a major subdivision (all zoned B-5, Regional Business District) for a property located at Lamar Boulevard and Highway 98, as requested by Hunter Andrews, engineer, and Graham Development, LLC. The Planning Commission recommended approving on May 3rd, 2023 - tabled at the June 6, 2023 meeting.
File Number: 2023-323
Minute Book #

Summary

A petition has been filed by Hunter Andrews representative for Graham Development, LLC, owner, as required in the Land Development Code, Ord. No. 3209, to request a Major Subdivision in a B-5 Zone (Regional Business District) for a property located at Lamar Boulevard and Highway 98, (Parcel No. 052Q-10-044.000, 052Q-10-044.002, 055B-15-001.000; PPIN 24497, 37027, 12113 Lamar County, Ward 3).

Recommendation Statement

Please place this on the June 20, 2023 City Council meeting for consideration.

HPC Item: C

Hunter Andrews, Applicant, Jason Graham, Owner

Request for: **Preliminary Plat Approval for Major Subdivision and Road Construction**



**Planning Commission
Case Fact Sheet**

Name of Petitioner: Hunter Andrews, Applicant, Jason Graham, Owner

Address of Property:	Tax Parcel	PPIN:	Ward:
Near Hwy U.S 98 and Lamar Blvd,	052Q-10-044.000	24497	3
next to 6222 US HWY 98.	055B-15-001.000	12113	3

Request: Preliminary Plat Approval for Major Subdivision

Purpose of Request: To request preliminary plat approval for a major subdivision and construction of a road located near HWY U.S 98 and Lamar Boulevard (Parcel 052Q-10-044.000, 055B-15-001.000; PPIN 24497,12113 Lamar County, Ward 5).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4 Zoning Districts Established

B-5 Regional Business District: The purpose of the B-5 District is to provide for retail, personal and business services, offices, and financial services in locations with convenient access to the region's population consistent with comprehensive planning policies. This district is consistent with the Regional Business District in the Comprehensive Plan.

Applicable Regulations:

SECTION 6 Dimensional Standards and Measurements

HPC Item: C

Hunter Andrews, Applicant, Jason Graham, Owner

Request for: **Preliminary Plat Approval for Major Subdivision and Road Construction**

Table 6.1 Dimensional Standards

Table 6.1 Dimensional Standards										
District	Minimum Lot Size in SF/ Width at Setback	Max. Dwelling Units	Max. Floor Area Ratio	Setbacks in feet				Max. Height*	Max. Impervious Surface Lot Coverage	Buffer in Feet
				Min. Front	Max. Front	Min. Side	Min. Rear			
B-5	No minimum/ 100	-	1.50	30	150	0 or 10	0	72 feet or 6 stories	90%	50

SECTION 8.3

Street Design Standards

SECTION 11

Administration and Enforcement

11.10.1.8 Subdivision Violations. The owner of a subdivision shall not transfer title to any lot in such subdivision until such time as the final plat has been approved by the appropriate authority as outlined in this Code and duly recorded in the office of the Chancery Clerk of Forrest County or Lamar County, Mississippi. Transfers prior to such approval and recording shall be deemed a violation of this Code and shall be subject to any and all remedies available to the City.

11.10.1.9 Recording Violations.

The Chancery Clerks of Forrest County and Lamar County, Mississippi shall not receive, file or record a plat of a subdivision within the jurisdiction of this Land Development Code without prior approval of the appropriate authority as outlined in this Code. Plats recorded prior to such approval shall be deemed unlawful and invalid

SECTION 12

Process and Procedures

Categories of Development Approvals

12.3.2 Preliminary Plat Approval for Major Subdivisions

12.3.2.1 Approval Criteria.

- Conformance with the Hattiesburg Comprehensive Plan.
- Conformance with the standards of the zoning district.
- Conformance with other standards and requirements of this Code and other City policies and regulations.
- Determination that adequate public facilities and services will be available concurrent with the impacts of the subdivision.
- Determination that the project will have little or no adverse or negative impacts upon the natural environment.

12.3.2.4 Final Plat.

- No Significant Change. Final plats of major subdivisions that are

HPC Item: C

Hunter Andrews, Applicant, Jason Graham, Owner

Request for: **Preliminary Plat Approval for Major Subdivision and Road Construction**

substantially the same as the approved preliminary plat, as determined by the Site and Design Review Committee, shall be approved administratively.

ii. Significant Change. Final plats that exhibit any significant deviation from the approved preliminary plat, as determined by the Site Plan Review Committee, shall require approval by the Planning Commission.

12.3.2.5 Recording.

In order to be an official and legal plat, the final approved plat must be recorded along with all applicable covenants, deed restrictions and property owners' association documents with the Chancery Clerk of Forrest or Lamar County, as appropriate. The City Engineer shall ensure that the City records this information in a timely fashion.

Present Zoning: The undeveloped parcel is currently zoned B-5, Regional Business District

Present Use: Vacant, undeveloped

Future Land Use: Regional Business Corridor

Surrounding Zoning and Land Use:
North: R-1A Residential District
South: B-5 Regional Business District
East: B-5 Regional Business District / R-3 Multi-Family Residential District
West: B-5 Regional Business District

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case as of April 24th, 2023

History / Background: The petitioner met with Staff in Pre-Application to discuss a proposed development of a subdivision on unimproved parcels Near Hwy U.S 98 and Lamar Blvd. The applicant originally presented the plan as a minor subdivision which was approved administratively and was granted preliminary approval of the road design to intersect the major subdivision. Since approval, the applicant has designated multiple phases of the development that triggers the need for a major subdivision.

The subdivision will be a commercial subdivision, where two drive-through quick service restaurants have already been reviewed for the Highway 98 Frontage, and the city is currently reviewing plans for a third drive-through quick service restaurant on Highway 98. The applicant has proposed two common areas on the subdivision that would serve as the primary location for multi-tenant signs. The quick-service restaurants for the site that have been discussed for this subdivision have all proposed establishing their own

HPC Item: C

Hunter Andrews, Applicant, Jason Graham, Owner

Request for: **Preliminary Plat Approval for Major Subdivision and Road Construction**

freestanding signs, including pole signs, which have a maximum height of 35 feet, and up to 400ft² of allowable signage.

The site has already been cleared and utilities have been placed in a portion of the development, including sidewalks, stormwater infrastructure, and water lines. Street trees are required for the development of new streets in the Right-of-Way and development of private commercial sites requires trees along the frontage of the property. The applicant has also indicated that stormwater detention areas for the site will be left up to each individual development in lieu of a master stormwater detention/retention area. With each site having to mitigate their own stormwater, this could create further site constraints for each site if each site has to create and maintain individual stormwater retention/detention ponds for their site.

Planning Commission should consider the existing pattern of development along the Highway 98 Corridor and how the proposed subdivision aligns with the surrounding area. The commission can also table and request additional information, plans, traffic impact studies, environmental studies, as deemed necessary before granting approval for this major subdivision.

Option:

Approve or deny a preliminary plat for a major subdivision in the City of Hattiesburg.

Planning Commission must deem that all of the following approval criteria must be met before granting approval for the Preliminary Plat for a Major Subdivision:

12.3.2 Preliminary Plat Approval for Major Subdivisions

12.3.2.1 Approval Criteria.

- i. Conformance with the Hattiesburg Comprehensive Plan.
- ii. Conformance with the standards of the zoning district.
- iii. Conformance with other standards and requirements of this Code and other City policies and regulations.
- iv. Determination that adequate public facilities and services will be available concurrent with the impacts of the subdivision.
- v. Determination that the project will have little or no adverse or negative impacts upon the natural environment.

SUBJECT PARCEL:

Hattiesburg Market Place

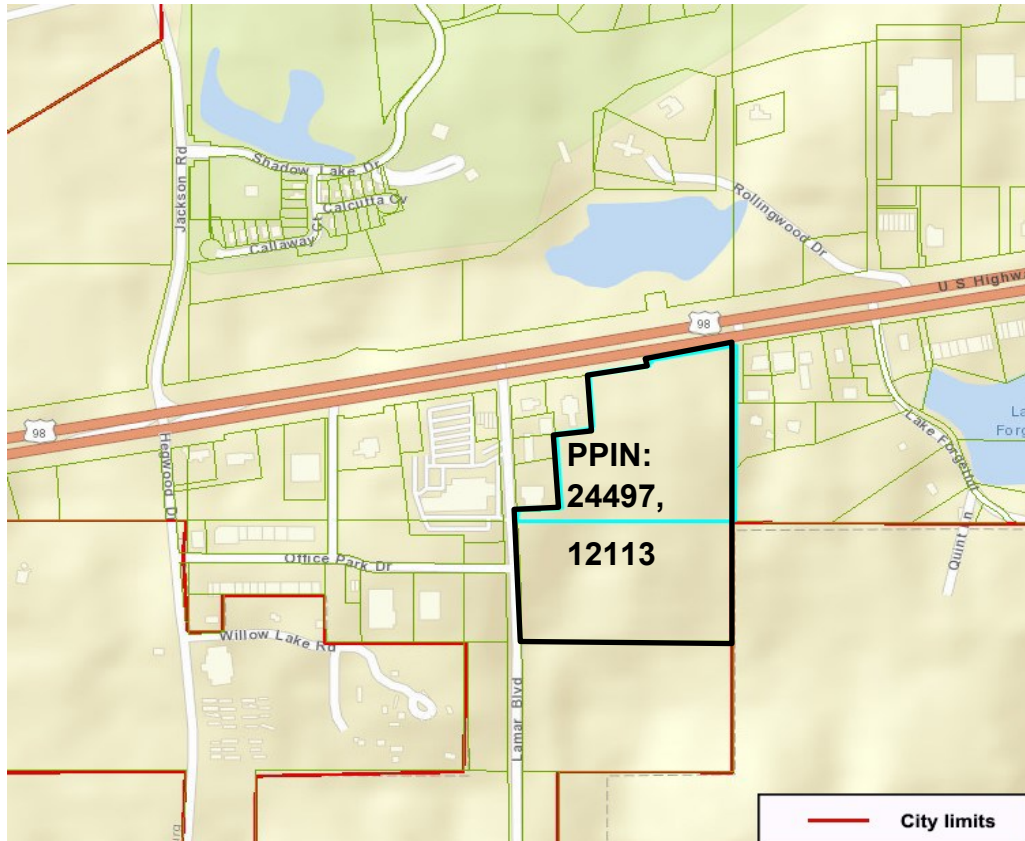
(Near HWY U.S 98 and Lamar Boulevard, PPIN: 24497)

Hunter Andrews, representative,
and Jason Graham, owner.

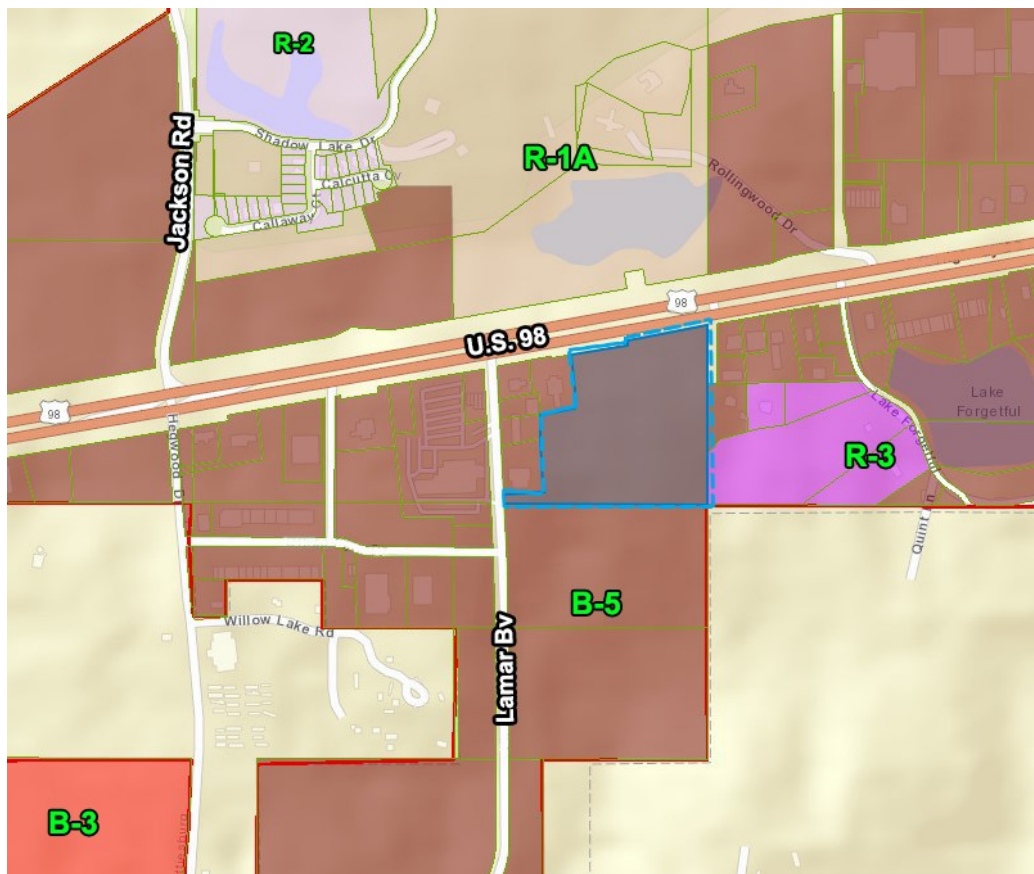
The petitioners request the subdivision of a 30.95 acre lot located near the intersection of HWY U.S 98 and Lamar Boulevard.



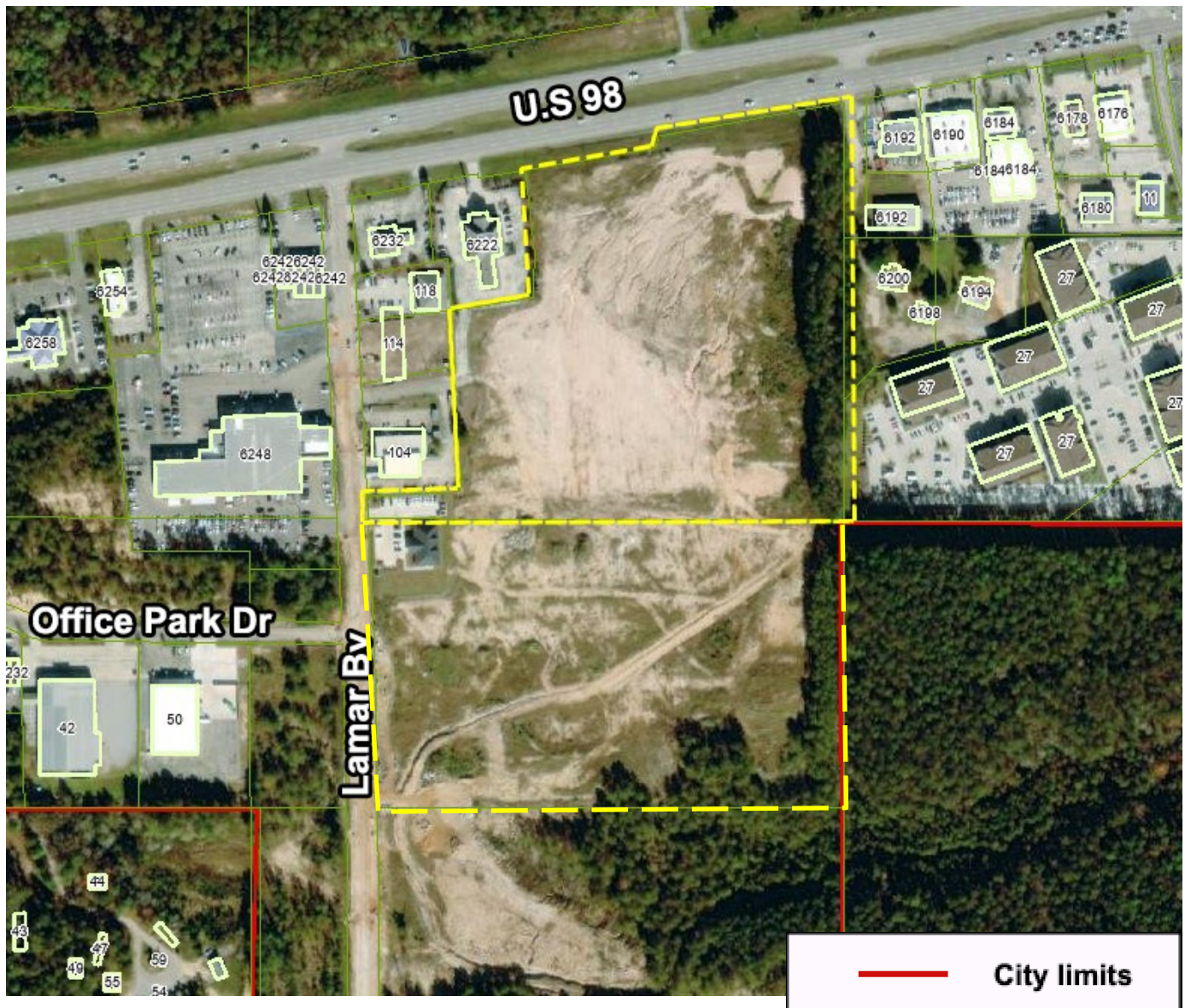
Vicinity Map—Ward 3



Surrounding Zoning



Site Aerial



Surrounding Area

Northern Direction: R-1A Single-Family Residential (Shadow Ridge)



Southern Direction: B-5 Regional Business District

Surrounding Area

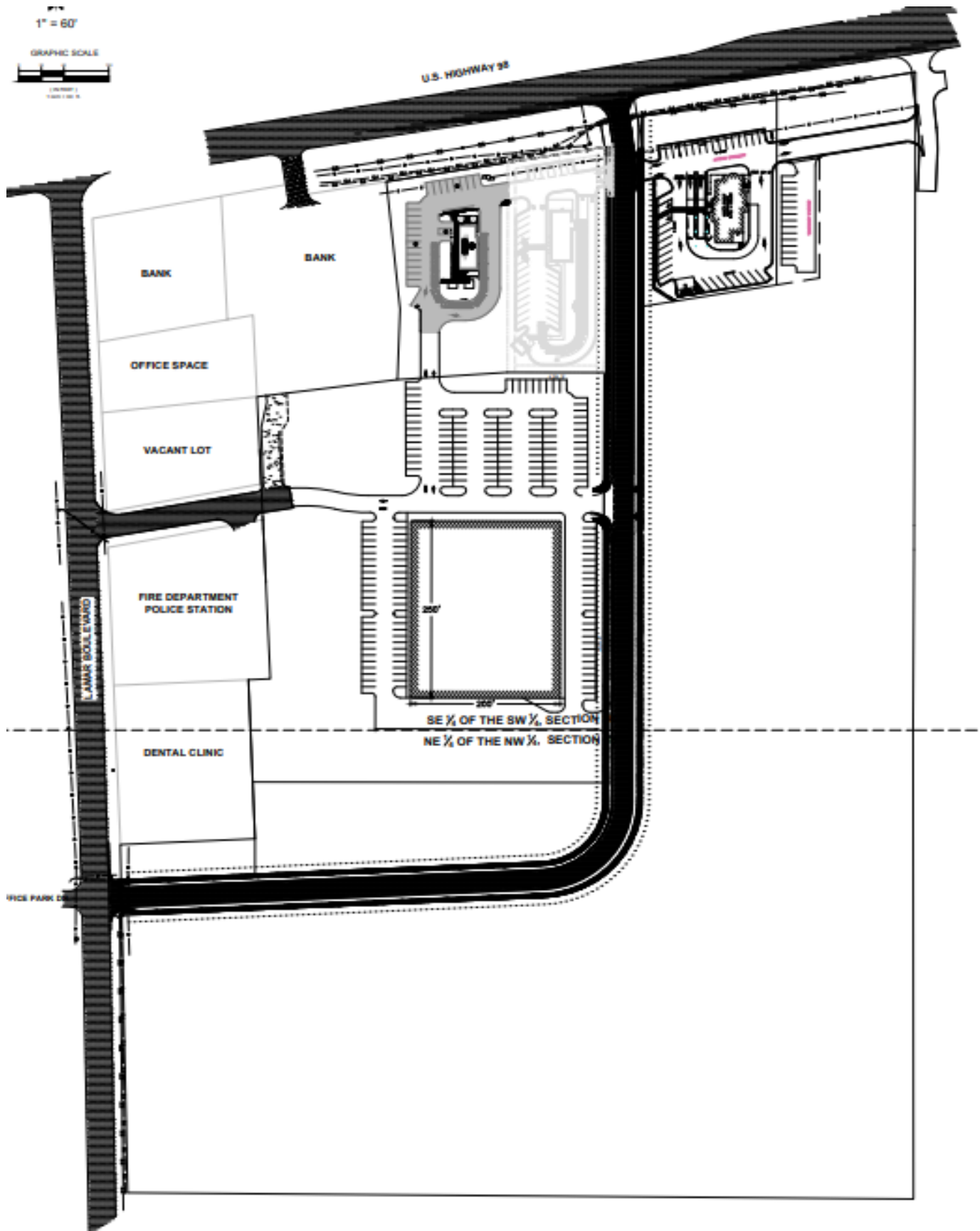
Eastern Direction: B-5 Regional Business District



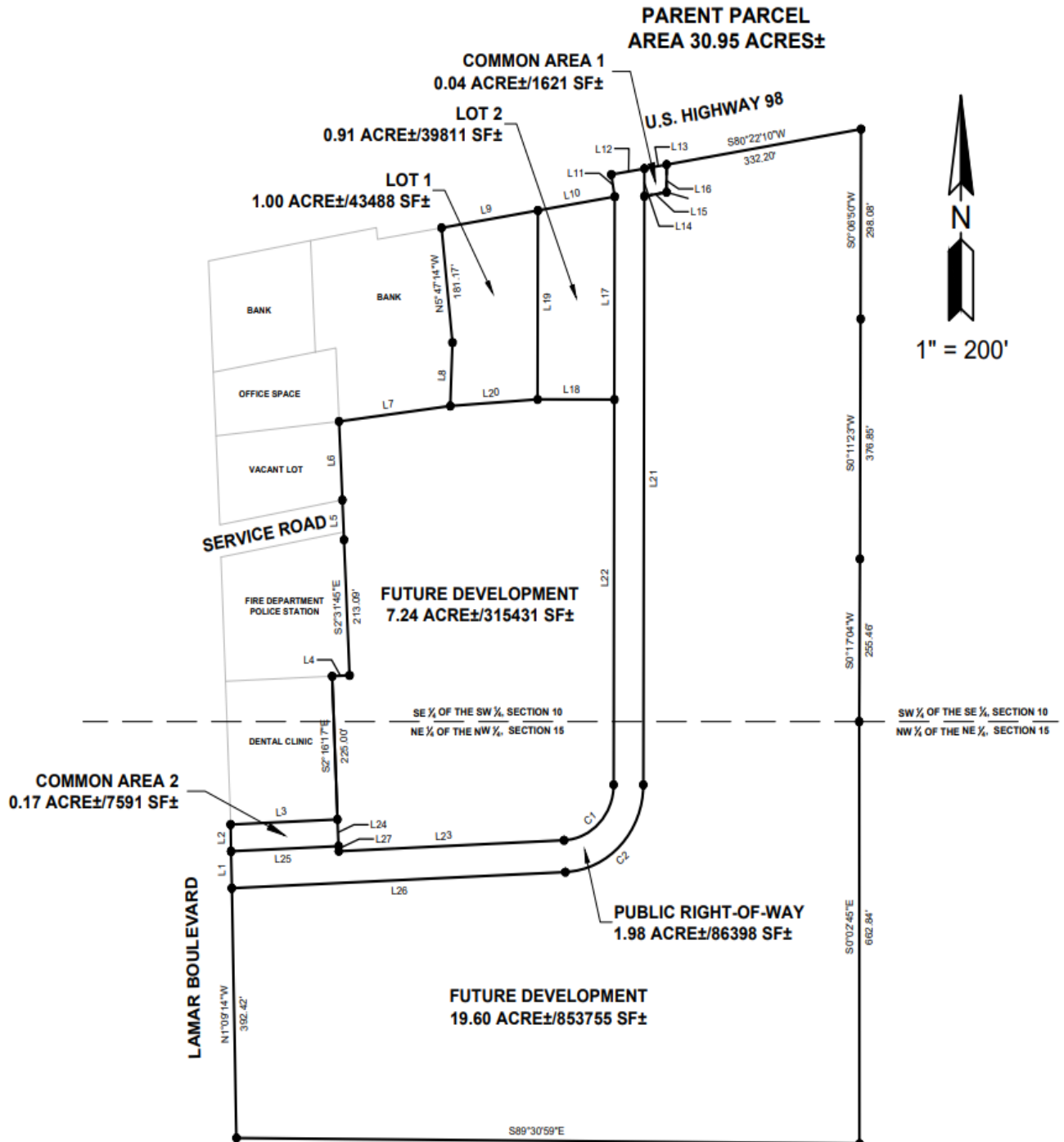
Western Direction: B-5 Regional Business District



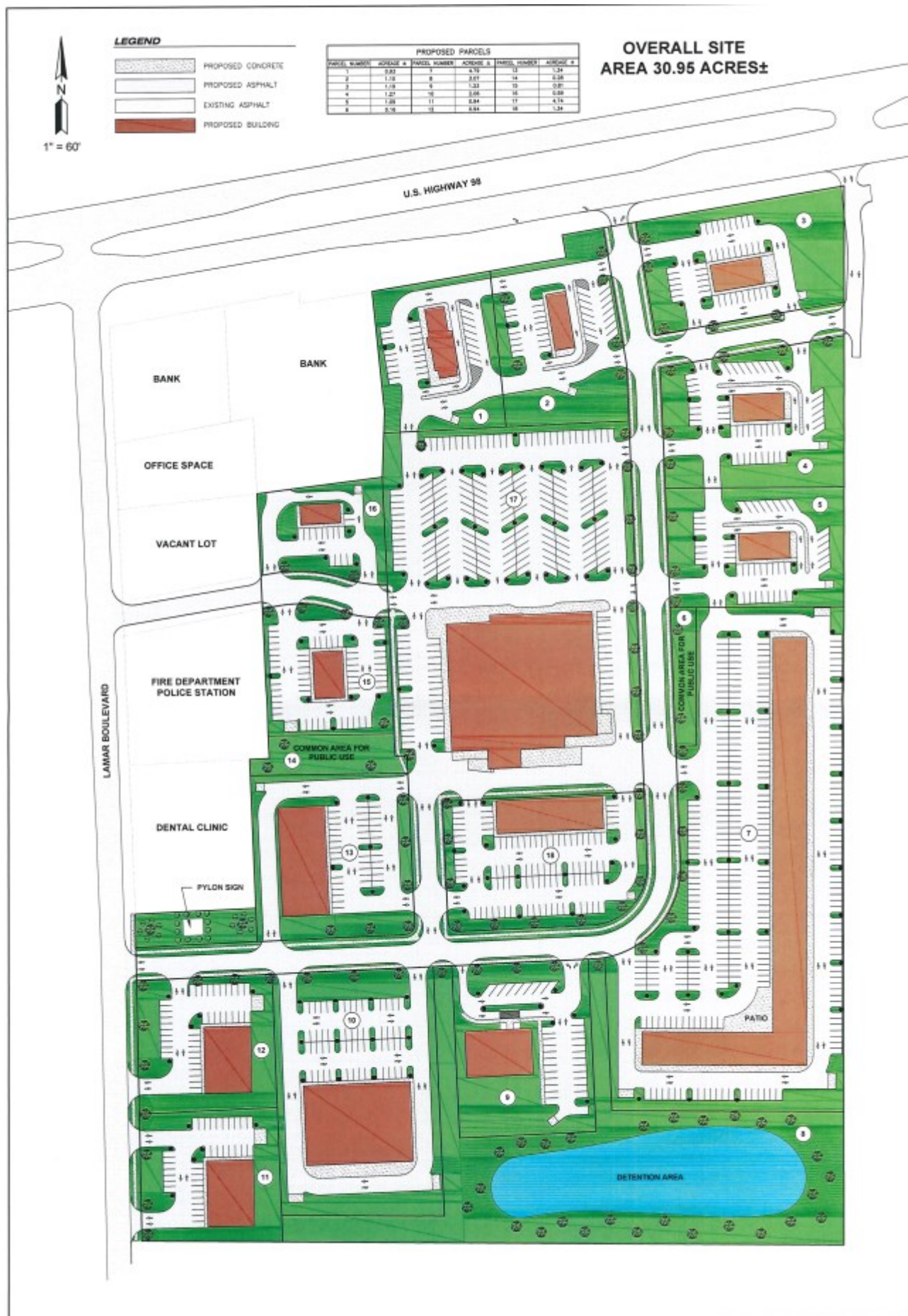
Proposed Master Plan (not approved in site plan review)



Proposed Site Plan (not approved in site plan review)



Conceptual Master Plan (not reflective of current plan)



PUBLIC HEARING APPLICATION
P O BOX 1898 (200 Forrest Street/39401)
HATTIESBURG, MS 39403-1898
 Department of Urban Development
 545-4599 or FAX (601) 545-1962

PUBLIC HEARING TYPE REQUESTED:**Application for (check all appropriate types):**

- ☐ Variance (details below) ☐ Conditional Use (details below) ☐ Re-Zoning (details below)
☒ Subdividing of Lot, Parcel or Tract ☐ Overlay District
☐ Street or Alley Renaming ☐ Vacating Street or Alley
☐ Planned Mixed-Use District ☐ Planned Residential Development

FOR VARIANCE ONLY:

Check all appropriate variance types:

- ☐ Sign ☐ Setback (front, side or rear _____) ☐ Off-site Parking
☐ Lot Width ☐ Lot Coverage Area ☐ Buffer ☐ Open Space
☐ Other _____

Land Development Code Section No. _____

Section No. _____

Section No. _____

Staff Information
 – do not
 complete

FOR CONDITIONAL USE PERMIT ONLY:

Check Applicable Type:

- ☐ Automotive filling station ☐ Group facility or home ☐ Care Center (type _____)
☐ Digital Billboard, New ☐ Digital Billboard, Replacement ☐ Solar Farm
☐ Restaurant ☐ Telecommunications ☐ Other _____

Land Development Code Section No. _____

Staff Information

FOR RE-ZONING ONLY:

Existing Zoning: _____

Proposed Zoning: _____

Public Hearing Contact Information Form

City of Hattiesburg - Planning Division

Note: A Pre-Application submittal must contain a completed application form and a concept plan drawn to scale.

Pre-Application Date: [Click here to enter a date.](#)

Planner:

Today's Date: [Click here to enter a date.](#)

Project Name: Hattiesburg Market Place

Proposed Use(s): Commercial Development

Project Street Address: U.S. Highway 98

PPIN Number(s) (If unknown, can be found on tax receipt): 24497

Parcel Number(s): 052Q-10-044.000

Flood Zone(s): X Historic District(s):

Zoning District(s): B-5 Proposed Cost of the Project: \$2,000,000

Project Representative Information

Name: Hunter Andrews, P.E., P.S.

☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☒ Engineer

☐ Other (Specify):

Phone: 601-794-4565

Fax:

Email: hunter@andrewsengineering.net

Mailing Address: P.O. Box 1935, Purvis, MS 39475

Name: Jason Graham

☐ Applicant ☒ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer

☐ Other (Specify):

Phone: 601-794-2253

Fax:

Email: JASON@THEGRAHAMBUILDING.COM

Mailing Address: P.O. Box 1207, Purvis, MS 39475

Name:

☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer

☐ Other (Specify):

Phone:

Fax:

Email:

Mailing Address:

OWNER AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **OWNER(S)** OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **OWNER(s)** of the subject property located at

40 DEEP SOUTH LAKE PURVIS MS
Street Address City State

on this the 22 day of MARCH, 2023.

In the matter of this request, the property owner further authorizes the following named person(s) to represent them at the public hearing on this petition.

on this the 22 day of MARCH, 2023.

Jason Graham
Property Owner (print)

[Signature]
Property Owner (signature)

STATE OF Mississippi

COUNTY OF Lamar

Personally came and appeared before me, the within named

Jason Graham

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 22nd day of March, 2023.

My Commission Expires: February 11, 2024

Vickie Smith Williamson
NOTARY PUBLIC



APPLICANT AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT** OF THIS PETITION,
ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **APPLICANT(s)** of the subject property located at

40 DEEP SOUTH LANE PURVIS MS
Street Address City State

on this the 22 day of MARCH, 2023.

JASON GRAHAM
Applicant (print)

[Signature]
Applicant (signature)

STATE OF Mississippi

COUNTY OF Lamar

Personally came and appeared before me, the within named

Jason Graham

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 22nd day of March, 2023.

Vickie Smith Williamson
NOTARY PUBLIC

My Commission Expires:

February 11, 2024



PLANNING COMMISSION & BOARD OF ADJUSTMENT - PETITIONER REQUIRED SUBMITTAL INFORMATION

Deadline for applicant to file petition: _____ 5:00 p.m. (End of business day)

Hattiesburg Planning Commission & Board of Adjustment Meeting Date: _____ Time: 1:00 p.m.
(Always the first Wednesday of each month - you or your representative MUST attend)

There is a 10 day appeal period, required by State Law, between the Planning Commission Meeting and/or Board of Adjustment Meeting and the City Council Meeting – appeals must be filed within this 10-day period.

City Council Agenda Review Meeting Date- (you or your representative should attend): _____ Time: 4:00 p.m.

City Council Meeting (Vote) Date - (you or your representative may attend): _____ Time: 5:00 p.m.

There is an additional 10 day appeal period, required by State Law, after City Council Meeting, for all Variances and Conditional Use Permit which ends _____ and a 30 day appeal period for Zoning or Street closing/ re-naming, PMUs, PRDs, PUDs which ends _____. So, if approved by City no final site plan review approvals or building permits could be issued prior to these dates.

If an appeal is filed or the petition is tabled for any reason at any stage, the above listed dates would need to be revised.

The following paperwork MUST be attached to this application:

- _____ Site Diagram (11"x 17" preferred size): Drawing to scale prepared by professional engineer/surveyor showing lot dimensions, existing/proposed buildings, signs, parking areas, etc. (Different standard may be accepted only per approval from Staff)
- _____ Site & Design Review Committee, if needed.
- _____ Copy of entire Warranty Deed (filed and recorded at courthouse) with legal description granting title to current owner. (If the Warranty Deed covers a larger piece of property than the current project, a legal description for this project site only may also be required.)
- _____ Electronic/Digital copy of legal description REQUIRED for all public notices, saved as Word or text document OR emailed to glowrey@hattiesburgms.com or planning@hattiesburgms.com.
- _____ An affidavit (page 3 & 4) attesting that the applicant or representing party (if other than owner) is acting on behalf of the owner(s) of record. The affidavit must be sworn to before a notary public or other appropriate official. (Included in owners signature page, or may be separate document)
- _____ A letter of approval/denial from all adjoining property owners must be obtained and submitted with application (Variance application only).
- _____ Other documents needed (per Planning Division).
 - _____ Maps of Digital Billboard Removal Sites _____ Maps of Digital Billboard Replacement sites
 - _____ Documentation on measurements _____ Other _____
- _____ Payment to the City of Hattiesburg for filing application in the amount of \$_____.

***You may be responsible for posting a sign (prepared by Planning Division staff)
a minimum of fifteen (15) days prior to the hearing date.***

You will be responsible for maintaining the sign for the duration of the public hearing process.

Required Fees

All fees adopted by Ordinance Number 2977, adopted January 22, 2008, as amended. This is an excerpt from that ordinance:

Public Hearing Fees:

Variance (includes Concept Site Plan Review) ----- \$ 175.00 per application and one
Variance request; plus \$50.00 for each additional variance request within same application

Street/Alley Naming or Re-Naming ----- \$300.00 per application, plus
\$100.00 per required street name sign if approved*

*Fees for replacement street signs shall be paid after City Council approval, but prior to effective date.

Street/Alley Closing ----- \$300.00 per application

[Conditional] Use Permit ----- \$200.00 per application

Zoning Change ----- \$400.00 per application*
(*see PUD or PRD & zoning package rate)

Planned Unit Development (PUD) or Planned Residential Development (PRD), &
[Planned Mixed-Use District PMU] ----- \$400.00 per application
(*see PUD or PRD & zoning \package rate) Or (**see PUD or PRD & Subdivision of Land package)

Planned Unit Development (PUD) or Planned Residential Development (PRD) with
Zoning Change package* ----- \$600.00 per package application

Subdivision of Land (Preliminary Plats) ----- \$225.00 per application, plus
\$10.00 for each created lot (**see PUD or PRD & Subdivision of Land package rate)
Note: Final Plats should be submitted to the governing body for approval within 12 months
of approval of preliminary plats.

Planned Unit Development (PUD) or Planned Residential Development (PRD) with
Subdivision of Land package ** ----- \$500.00 per application, plus
\$10.00 for each created lot (**see PUD or PRD & Subdivision of Land package rate)

Change in Land Development Code Text ----- \$200.00 per application

Appeal Fees for Proponent or Opponent appeals to City Council --- \$50.00 per appeal
Exempt from fees – Established Neighborhood Associations

Cancellation / Re-notification fee on any public hearing process (Planning Commission or City Council)
that is tabled or cancelled at the owner/developer's request ----- \$50.00 (per each 100 mailing labels)

ALL ITEMS, EXCEPT SINGLE-FAMILY RESIDENTIAL SINGLE LOTS, MUST GO THROUGH SITE PLAN REVIEW PROCESS UPON APPROVAL OF PUBLIC HEARING APPLICATIONS AND THE FOLLOWING ADDITIONAL FEES WILL APPLY:

Plan Review Fees:

Site Plan Review is required for all development, EXCEPT owner/occupied single-family residential, and those determined by the Building Official to be inapplicable. Note: The public hearing fees include one Concept Review for those actions that require Site Review:

New construction reviews, including billboards/LED signs – (includes initial submittal and 2 re-submittals) -----	\$200.00 for first acre, plus \$30.00 for each additional acre, or fraction thereof, of development
Expansion or renovation construction reviews (includes initial submittal and 2 re-submittals) -----	\$100.00 for first acre, plus \$30.00 for each additional acre, or fraction thereof, of development
Fourth and subsequent new, expansion or renovation Construction reviews --	\$ 50.00 each additional submittal
Expedient Process Lot Subdivision (up to 3 commercial lots) -----	\$150.00
Concept Review (general layout review only) -----	\$ 50.00
New use type(s) in existing building(s) -----	\$ 50.00

Make all checks payable to the City of Hattiesburg

Subdividing of Lot, Parcel or Tract Information (1_page)

1. Property data:

Parent Parcel / Existing lot/parcel/tract contains 30.95 acres Square Footage/Acres

Lot Area Requirement: none (per B-5 zoning)

Lot Frontage Requirement: 100' at setback (per B-5 zoning)

Existing use of lot/parcel/tract vacant/road construction

To be subdivided into 8 lots/parcels (including parent parcel) – outlined below.

Newly subdivide d Parcels	New lot size in square footage (sf) or acres (A)	New lot has public road frontage (yes / no)	New lot has private road frontage (yes / no)	Indicate name of public or private road(s)	Staff - Lot area & frontage requirements comply?	
					Yes	No
1.	1.00 AC	YES	NO	U.S. HIGHWAY 98		
2.	0.91 AC	YES	NO	U.S. HIGHWAY 98 & HATTIESBURG MARKET PLACE (PROPOSED)		
3.	0.02 AC	YES	NO	U.S. HIGHWAY 98 & HATTIESBURG MARKET PLACE (PROPOSED)		
4.	0.21 AC	YES	NO	LAMAR BOULEVARD & HATTIESBURG MARKET PLACE (PROPOSED)		
5.	7.24 AC	YES	NO	SERVICE ROAD AT FIRE DEPARTMENT & HATTIESBURG MARKET PLACE (PROPOSED)		
6.	19.62 AC	YES	NO	U.S. HIGHWAY 98, LAMAR BOULEVARD & HATTIESBURG MARKET PLACE (PROPOSED)		
7.	1.95 AC	YES	NO	U.S. HIGHWAY 98, LAMAR BOULEVARD & HATTIESBURG MARKET PLACE (PROPOSED)		
8.						
9.						
10.						
11.						
12.						
Be sure to include information on the remainder of "existing" lot after splits made – identified as "Parent Parcel"						
Parent Parcel	30.95 AC	YES	NO	U.S. HIGHWAY 98 & LAMAR BOULEVARD		
		Total square footage of new lots (verify total matches existing parcel prior to splits)				

Use extra copies of this form if needed for additional lots.

2. Infrastructure required:

Water/Sewer X Gas X Electric X Telephone X Cable X Streets X

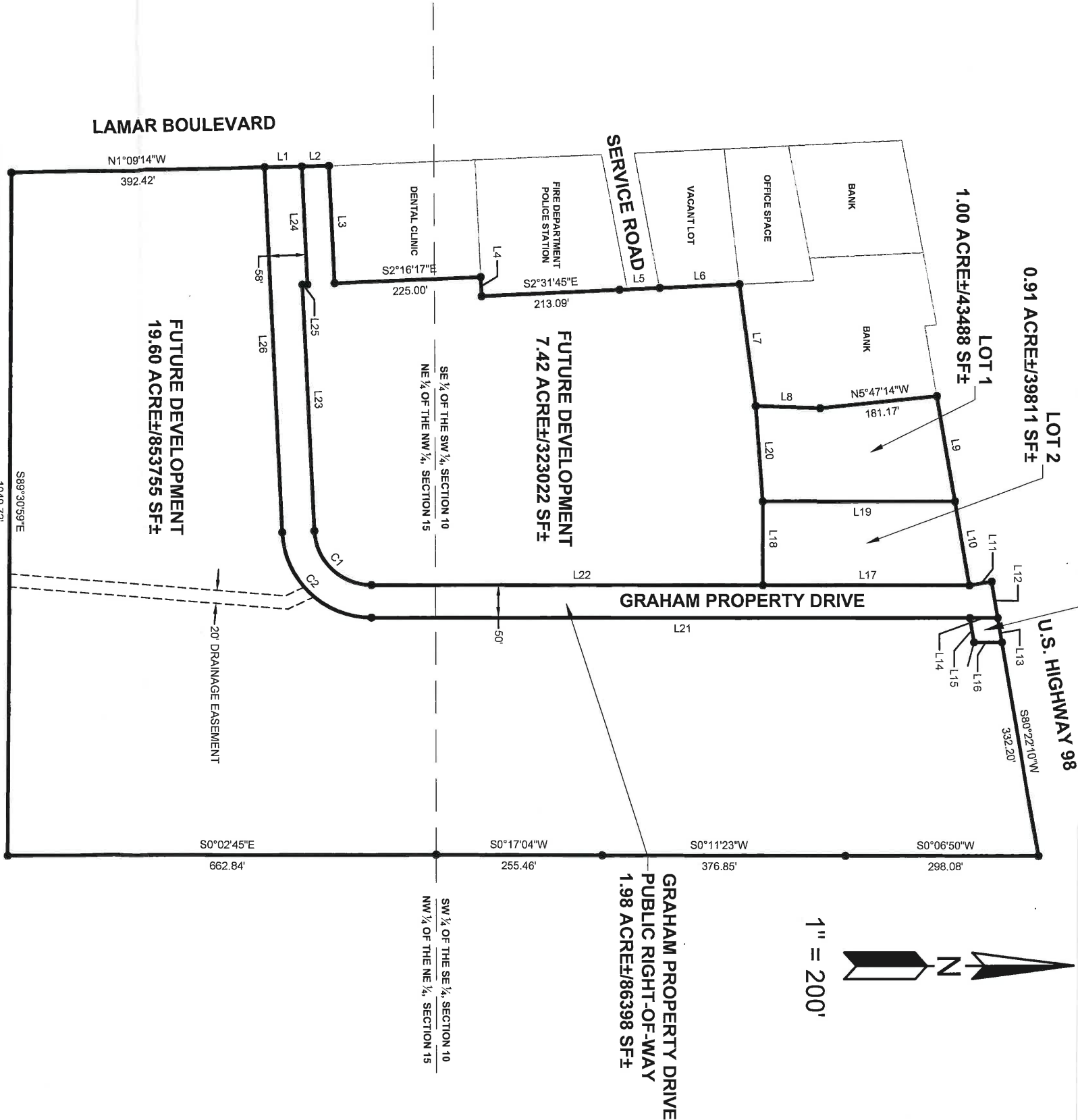
COMMON AREA 1
0.04 ACRES±/1621 SF±

LOT 2
0.91 ACRES±/39811 SF±

LOT 1
1.00 ACRES±/43488 SF±

U.S. HIGHWAY 98

1" = 200'



PARCEL LINE DATA

SEGMENT	LENGTH	DIRECTION
L1	58.02'	N1°09'14"W
L2	42.01'	N1°09'14"W
L3	180.22'	S87°25'44"W
L4	29.37'	S87°25'44"W
L5	62.60'	S2°31'45"E
L6	123.56'	S2°36'22"E
L7	189.13'	N82°38'20"E
L8	99.63'	N2°01'06"E
L9	164.57'	N80°28'29"E
L10	131.20'	N80°28'29"E
L11	35.03'	S9°20'05"E
L12	56.57'	N80°22'10"E
L13	37.92'	N80°22'10"E
L14	43.37'	N0°06'50"E

PARCEL LINE DATA

SEGMENT	LENGTH	DIRECTION
L15	37.92'	S80°22'10"W
L16	43.37'	S0°06'50"W
L17	318.77'	S0°06'50"W
L18	129.35'	S89°53'10"E
L19	296.80'	S0°06'50"W
L20	147.31'	N86°00'34"E
L21	924.41'	N0°06'50"E
L22	604.89'	S0°06'50"W
L23	379.87'	S87°25'44"W
L24	181.26'	S87°25'44"W
L25	8.00'	S2°34'16"E
L26	562.57'	N87°25'44"E

PARCEL CURVE DATA

SEGMENT	LENGTH	RADIUS	DELTA	CHORD	CHORD DIRECTION
C1	133.34'	87.50'	87°18'54"	120.81'	N43°46'17"E
C2	209.54'	137.49'	87°19'21"	189.84'	N43°46'17"E

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING PART OF THE SE 1/4 OF THE SW 1/4 OF SECTION 10 AND THE NE 1/4 OF THE NW 1/4 OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: (BEARINGS ARE BASED ON GRID NORTH)

COMMENCING AT A CAPPED IRON PIN AT THE NE CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE RUN S0°02'45"E ALONG THE EAST LINE OF THE SAID FORTY FOR 662.84' TO AN IRON PIN AT THE SE CORNER OF THE N 1/2 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 15; THENCE RUN N89°30'59"W ALONG THE SOUTH LINE OF THE N 1/2 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, SAID RIGHT-OF-WAY LINE OF LAMAR BOULEVARD; THENCE RUN N1°09'14"W ALONG THE SAID RIGHT-OF-WAY LINE FOR 492.45' TO A CAPPED IRON PIN; THENCE RUN N87°25'44"E FOR 180.22' TO A CAPPED IRON PIN; THENCE RUN N2°16'17"W FOR 225.00' TO AN IRON PIN; THENCE RUN N87°25'44"E FOR 29.37' TO AN IRON PIN; THENCE RUN N2°31'45"W FOR 213.09' TO AN IRON PIN; THENCE RUN N2°31'45"W FOR 62.60' TO CRIMPED TOP PIPE; THENCE RUN N2°36'22"W FOR 123.56' TO AN IRON PIN; THENCE RUN N82°38'20"E FOR 189.13' TO AN IRON PIN; THENCE RUN N2°01'06"E FOR 99.63' TO AN IRON PIN; THENCE RUN N5°47'14"W FOR 181.17' TO AN IRON PIN ON THE SOUTHERN RIGHT-OF-WAY OF U.S. HIGHWAY #98; THENCE RUN N80°28'29"E ALONG SAID RIGHT-OF-WAY FOR 295.77' TO AN IRON PIN; THENCE RUN N9°20'05"W ALONG SAID RIGHT-OF-WAY FOR 35.03' TO A BRASS DISC RIGHT-OF-WAY MARKER; THENCE RUN N80°22'10"E ALONG SAID RIGHT-OF-WAY FOR 426.69' TO A COTTON SPINDLE AT THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF U.S. HIGHWAY #98 AND THE EAST LINE OF SE 1/4 OF THE SW 1/4 OF SECTION 10 AND THE NE 1/4 OF THE NW 1/4 OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, SAID FORTY LINE FOR 376.85' TO A CONCRETE MONUMENT; THENCE RUN S0°06'50"W ALONG THE EAST LINE OF THE SAID FORTY FOR 298.08' TO AN IRON PIN; THENCE RUN S0°11'23"W ALONG SAID FORTY LINE FOR 376.85' TO A CONCRETE MONUMENT; THENCE RUN S0°17'04"W ALONG SAID FORTY LINE FOR 255.46' BACK TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 30.95 ACRES MORE OR LESS.

PREPARED BY



P.O. Box 1935
Purvis, Mississippi 39475
(601) 794-4565
hunter@andrewsengineering.net

PRELIMINARY COMMERCIAL SUBDIVISION LAYOUT
(THIS IS NOT A CERTIFIED BOUNDARY SURVEY
AND IS FOR GOVERNMENTAL REVIEW ONLY)



(IN FEET)
1 inch = 200ft.

GRAPHIC SCALE

Subdividing of Lot, Parcel or Tract Information

1. Property data:

Parent Parcel / Existing lot/parcel/tract contains 30.95 acres Square Footage/Acres

Lot Area Requirement: none (per B-5 zoning)

Lot Frontage Requirement: 100' at setback (per B-5 zoning)

Existing use of lot/parcel/tract vacant/road construction

To be subdivided into 86 lots/parcels (including parent parcel) – outlined below.

Newly subdivide d Parcels	New lot size in square footage (sf) or acres (A)	New lot has public road frontage (yes / no)	New lot has private road frontage (yes / no)	Indicate name of public or private road(s)	Staff - Lot area & frontage requirements comply?	
					Yes	No
1.	1.00 AC	YES	NO	U.S. HIGHWAY 98		
2.	0.91 AC	YES	NO	U.S. HIGHWAY 98 & GRAHAM PROPERTIES DRIVE (PROPOSED)		
3.	0.04 AC	YES	NO	U.S. HIGHWAY 98 & GRAHAM PROPERTIES DRIVE (PROPOSED)		
4.	7.42 AC	YES	NO	SERVICE ROAD AT FIRE DEPARTMENT, LAMAR BLVD & GRAHAM PROPERTIES DR (PROPOSED)		
5.	19.60 AC	YES	NO	U.S. HIGHWAY 98, LAMAR BOULEVARD & GRAHAM PROPERTIES DRIVE (PROPOSED)		
6.	1.98 AC	YES	NO	U.S. HIGHWAY 98, LAMAR BOULEVARD & GRAHAM PROPERTIES DRIVE (PROPOSED)		
7.						
8.						
9.						
10.						
11.						
12.						
Be sure to include information on the remainder of "existing" lot after splits made – identified as "Parent Parcel"						
Parent Parcel	30.95 AC	YES	NO	U.S. HIGHWAY 98 & LAMAR BOULEVARD		
		Total square footage of new lots (verify total matches existing parcel prior to splits)				

Use extra copies of this form if needed for additional lots.

2. Infrastructure required:

Water/Sewer X Gas X Electric X Telephone X Cable X Streets X

478

FILED

2017 AUG 21 PM 1 15

WAYNE SMITH
CHANCERY CLERK

THIS INSTRUMENT PREPARED BY:

Richard & Thomas, PLLC
132 Westover Drive
Hattiesburg, MS 39402
(601) 602-2457

Indexing Instructions: The property described in this instrument is situated in the SE¼ of SW¼, Section 10, Township 4 North, Range 14 West, Lamar County, Mississippi. Please index accordingly in the sectional index.

RETURN TO:

Richard & Thomas, PLLC
132 Westover Drive
Hattiesburg, MS 39402
(601) 602-2457

STATE OF MISSISSIPPI

COUNTY OF LAMAR

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTORS

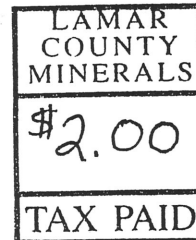
WILMER J. MORRIS, III
38 Rollingwood
Hattiesburg, MS 39402
(601) 268-0235

and

MARTHA JO MORRIS HOWELL
1206 Poplar Road
Corinth, MS 38824
(662) 286-5653

do hereby grant, bargain, sell, convey and warrant unto GRANTEE

GRAHAM DEVELOPMENT, LLC,
a Mississippi limited liability company
P.O. Box 1207
Purvis, MS 39475
(601) 794-2253



the following described real property, lying and being situate in Lamar County, Mississippi, described as follows, to-wit:

A parcel of land being part of the SE¼ of the SW¼, Section 10, Township 4 North, Range 14 West, Lamar County, Mississippi, and being more particularly described as follows: (bearings are based on Grid North)

Commencing at a capped iron pin at the SE corner of the SE¼ of the SW¼ of Section 10, Township 4 North, Range 14 West, Lamar County, Mississippi; thence run North 0°17'04" East along the East line of the said forty for 255.46 feet to a concrete monument; thence run North 0°11'23" East for 34.41 feet to a capped iron pin for the Point of Beginning; thence run South 89°42'38" West for 869.41 feet to a capped iron pin; thence run North 2°31'45" West for 62.60

run North 82°38'20" East for 189.13 feet to a capped iron pin; thence run North 2°01'06" East for 99.63 feet to an iron pin; thence run North 5°47'14" West for 181.17 feet to an iron pin on the Southern right of way of U.S. Highway #98; thence run North 80°28'29" East along the said right of way for 295.77 feet to a capped iron pin; thence run North 9°20'45" West along the said right of way for 35.03 feet to a brass disc right of way marker; thence run North 80°15'26" East along the said right of way for 427.24 feet to a cotton spindle at the intersection of the Southern right of way of U.S. Highway #98 and the East line of the SE¼ of the SW¼; thence run South 0°06'50" West along the East line of the said forty for 298.08 feet to an iron pin; thence run South 0°11'23" West along the said East line for 342.44 feet back to the Point of Beginning; said parcel contains 9.89 acres, more or less; all together with all improvements thereon and appurtenances thereunto belonging.

Grantors and Grantees shall pro-rate county and state ad valorem taxes for 2017.

The above warranty and this conveyance is made subject to prior reservations of oil, gas and other minerals by former owners. Grantors herein reserve any and all oil, gas and other minerals that they may own lying in and under the above described real property.

The above warranty and this conveyance is made subject to any and all valid and outstanding oil, gas and mineral leases, exceptions, reservations and conveyances.

The above warranty and this conveyance is made subject to any and all covenants, restrictions or conditions of record or in use of the subject property, and any and all rights of way and easements for public roads and public utilities as presently laid out, constructed or in use.

The above warranty and this conveyance is made subject to those certain subdivision regulations of record in Minute Book 59 at Page 202, Minute Book 82 at Page 282, Minute Book 112 at Pages 144 and 290, and Minute Book 148 at Page 706 and recorded in Ordinances Book 1 at Page 507 and to those site plan regulations of record in Minute Book 142 at Page 173, Minute Book 148 at Page 727 and recorded in Ordinances Book 1 at Page 528.

The above warranty and this conveyance is made subject to that easement to Pearl River Valley Electric Power Association dated September 28, 2004, and recorded in Land Deed Book 17-I at Page 664 in the office of the Chancery Clerk of Lamar County, Mississippi.

The above warranty and this conveyance is made subject to those easements to South Mississippi Electric Power Association dated November 7, 1996, and recorded in Land Deed Book 12-N at Page 138 and dated November 15, 1996, and recorded in Land Deed Book 12-N at Page 506 in the office of the Chancery Clerk of Lamar County, Mississippi.

The above warranty and this conveyance is made subject to that easement for ingress and egress, overhead electric power lines and private drive encroachment as shown on the survey by Andrews Engineering, PLLC dated August 4, 2017, attached hereto and made a part hereof.

Grantors herein warrant that the above described real property does not constitute a part of their respective homesteads, nor is it adjacent thereto.

480

WITNESS MY SIGNATURE on this 21st day of August, A.D., 2017.

Wilmer J. Morris III
WILMER J. MORRIS, III

STATE OF MISSISSIPPI

COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21st day of August, A.D., 2017, within my jurisdiction, the within named **WILMER J. MORRIS, III**, who acknowledged that he executed the above and foregoing instrument.

My Commission Expires:



[Signature]
NOTARY PUBLIC

WITNESS MY SIGNATURE on this 18th day of August, A.D., 2017.

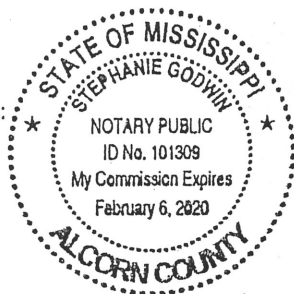
Martina Jo Morris Howell
MARTHA JO MORRIS HOWELL

STATE OF MISSISSIPPI

COUNTY OF Alcorn

Personally appeared before me, the undersigned authority in and for the said county and state, on this 18th day of August, A.D., 2017, within my jurisdiction, the within named MARTHA JO MORRIS HOWELL, who acknowledged that she executed the above and foregoing instrument.

My Commission Expires:

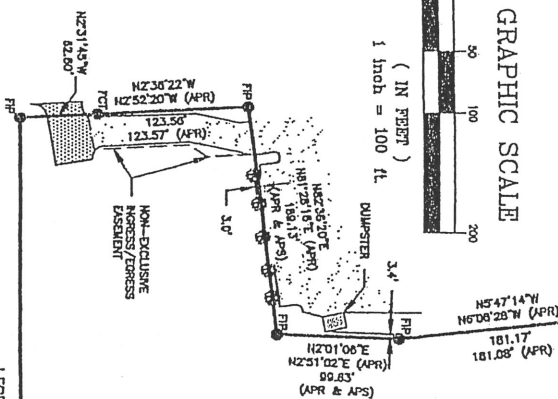
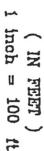


Stephanie Godwin
NOTARY PUBLIC

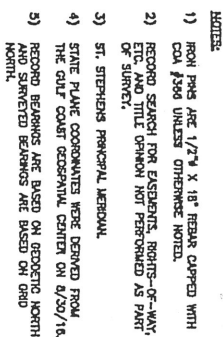


CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI
LAMAR COUNTY
Wayne Smith, Chancery Clerk
LD Book 26-D Page 478-482
Indexed ☒ Recorded ☒ Abstracted ☒
Sharon Herrin D.C.

1. TULSA WAPS AND TAX DATA.
2. WARRANTY DEEDS ON FILE IN THE LUMAR COUNTY CHANCERY CLERK'S OFFICE DED DATED 7/1, PG 221, PG 164, PG 67H, PG 234, PG 80; PG 164, PG 721.
3. STREET DEED ON FILE IN THE LUMAR COUNTY CHANCERY CLERK'S OFFICE DED 164, PG 721.
4. SURVEY PERFORMED BY CASEY L BENDICK DATED 9/30/14.
5. SURVEY PERFORMED BY CASEY L BENDICK DATED 9/16/16.
6. SURVEY PERFORMED BY MICHAEL T. WATERS DATED 9/16/2014.
7. SURVEY PERFORMED BY RICHARD B. BRIVILLIER DATED 9/13/14.



COSSA



APR - AS PER RECORD	
APG - AS PER SURVEY	
FTI - ROUND CORR TOP PIPE	
FP - ROUND IRON PIN	
FTL - ROUND CONCRETE MONUMENT	
SP - SET CARPED IRON PIN	
R.O.W. - RIGHT-OF-WAY MONUMENT	
● - MONUMENT ROUND/SET	
— E - POWER LINE	
⊙ - UTILITY POLE	
⊗ - GREASE MANHOLE	
▨ - ASPHALT PAVEMENT	
▩ - CONCRETE	

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— E - POWER LINE	
⊙ - UTILITY POLE	
⊗ - GREASE MANHOLE	
▨ - ASPHALT PAVEMENT	
▩ - CONCRETE	

POINT OF BEGINNING
SURVEY REFERENCE POINT
FOUND CHIPPED IRON PIN

POINT OF COMMENCEMENT
SURVEY REFERENCE POINT 1
FOUND CHIPPED IRON PIN BASED
OFF OF PREVIOUS SURVEYS,
TO REPLACE LOST
CONCRETE MONUMENT
BE CORNER
SE 1/4 OF THE
S10, T4N, R14W,
LUTAW COUNTY, KS

50°11'23"W (APR & APS)	SE ¼ OF THE SW ¼
342.44' (APR & APS)	SW ¼ OF THE SE ¼

SURVEY REFERENCE POINT
SPC ZONE: MISSISSIPPI EAST 22011
DATE: MAR 83
CONVERGENCE ANGLE: -07°22.32
SCALE FACTOR: .896884662646
NORTHING: 860746.945
EASTING: 610263.524
LAT: 31°18'56.08"
LONG: 88°23'23.36"

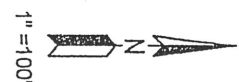
SURVEY REFERENCE POINT:
SPC ZONE: MASSSHPPT EAST 2301
DATUM: NAD 83
CONVERGENCE ANGLE: -071722.42
SCALE FACTOR: .999984642460
NORTHING: 661702.665
EASTING: 810294.376
LAT: 31°19'03.48"
LONG: 89°23'23.41"

LEGAL DESCRIPTIONS

A PARCEL OF LAND BEING PART OF THE SW 1/4 OF THE SW 1/4, SECTION 10, TOWNSHIP 4 NORTH, RANGE 14 WEST, LUMAS COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: (BEGINNERS ARE BASED ON GRID NORTH)

COMMENCING AT A CORNER IRON PILE AT THE SW CORNER OF THE SW 1/4 OF SECTION 10, TOWNSHIP 4 NORTH, RANGE 14 WEST, LUMAS COUNTY, MISSISSIPPI, THENCE RUN N71°07'42"E ALONG THE EAST LINE OF THE SAID PORT OF 234.40' TO A CONCRETE MONUMENT, THENCE RUN N01°12'27"E FOR 31.41' TO A CORNER IRON PILE FOR THE PORT OF BEGINNING, THENCE RUN S89°42'33"W FOR 68.61' TO A CORNER IRON PILE, THENCE RUN N23°14'48"W FOR 42.60' TO A CORNER FOR PIPE, THENCE RUN N32°12'47"E FOR 124.55' TO AN IRON PILE, THENCE RUN N22°55'07"E FOR 111.17' TO AN IRON PILE ON THE SOUTHERN RIGHT-OF-WAY OF U.S. HIGHWAY 94, THENCE RUN N42°12'37"E ALONG THE SAID RIGHT-OF-WAY FOR 326.77' TO A CORNER IRON PILE, THENCE RUN N27°04'57"W ALONG THE SAID RIGHT-OF-WAY FOR 31.03' TO A BRASS DISC, RIGHT-OF-WAY MARKER, THENCE RUN N07°15'23"E ALONG THE RIGHT-OF-WAY FOR 421.24' TO A COTTON SEED AT THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF U.S. HIGHWAY 94S AND THE EAST LINE OF THE SW 1/4 OF THE SW 1/4, THENCE RUN S70°58'50"W ALONG THE EAST LINE OF THE SAID PORT OF BEGINNING, SAID PARCEL CONTAINS 0.89 ACRES, 111.21' ALONG THE SAID EAST LINE FOR 342.44' BACK TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 0.89 ACRES MORE OR LESS.

**ANDREWS
ENGINEERING, PLLC**


$$1'' = 100'$$

PREPARED FOR: GRAHAM DEVELOPMENT, LLC

I CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAY IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CASEY L. BENEDICT
MS PS No. 3280

Date _____



RTM)

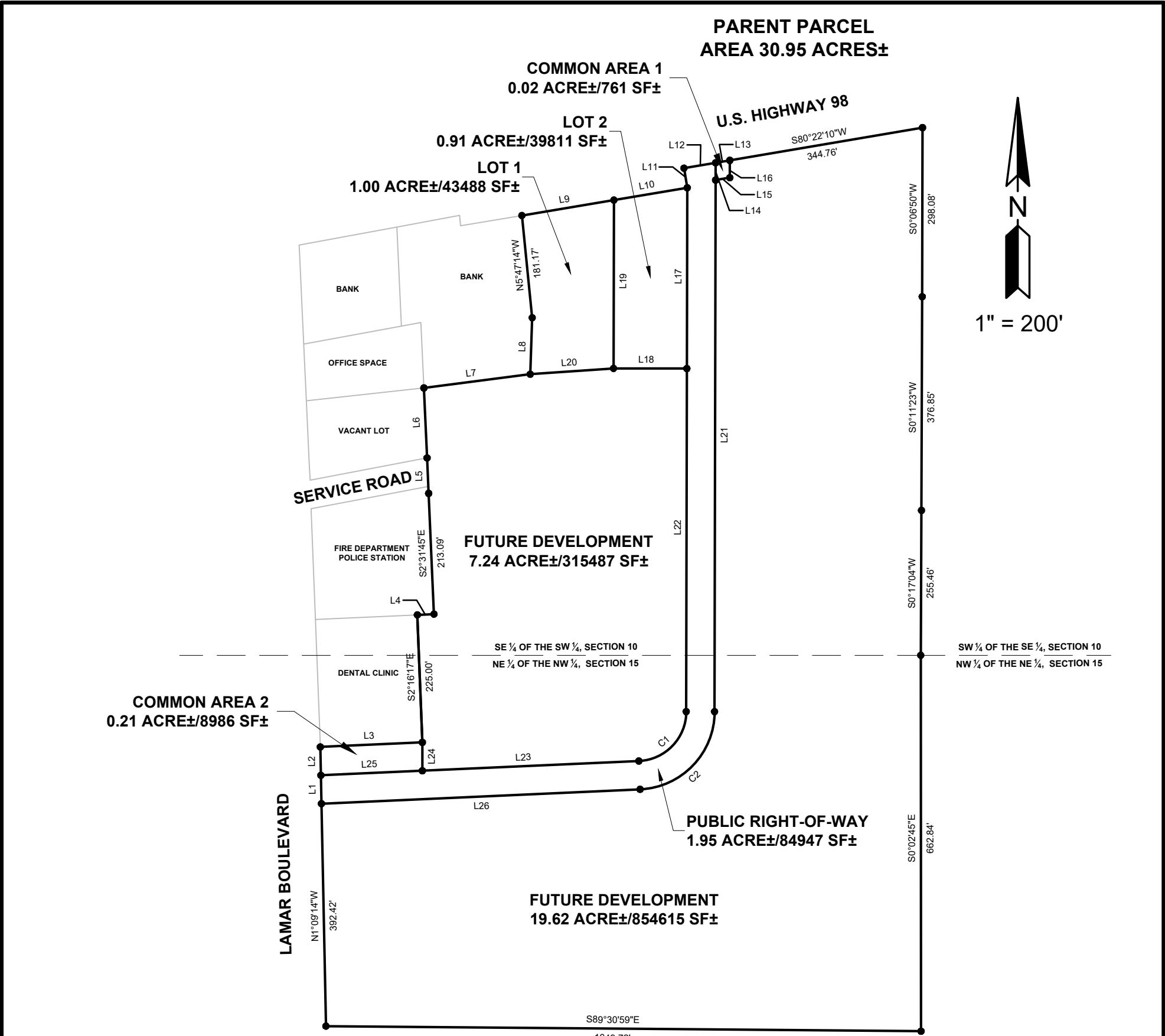
SC

su-

PROJECT #: 2004-026

8/4/2017

2017



PARCEL LINE DATA		
SEGMENT	LENGTH	DIRECTION
L1	50.02'	N1°09'14"W
L2	50.02'	N1°09'14"W
L3	180.22'	S87°25'44"W
L4	29.37'	S87°25'44"W
L5	62.60'	S2°31'45"E
L6	123.56'	S2°36'22"E
L7	189.13'	N82°38'20"E
L8	99.63'	N2°01'06"E
L9	164.57'	N80°28'29"E
L10	131.20'	N80°28'29"E
L11	35.03'	S9°20'05"E
L12	56.57'	S80°22'10"W
L13	25.37'	S80°22'10"W

PARCEL LINE DATA		
SEGMENT	LENGTH	DIRECTION
L14	30.44'	N0°06'50"E
L15	25.37'	S80°22'10"W
L16	30.44'	S0°06'50"W
L17	318.77'	S0°06'50"W
L18	129.35'	S89°53'10"E
L19	296.80'	S0°06'50"W
L20	147.31'	N86°00'34"E
L21	937.35'	N0°06'50"E
L22	604.89'	S0°06'50"W
L23	382.12'	S87°25'44"W
L24	50.05'	S0°00'00"E
L25	179.21'	S87°25'44"W
L26	562.57'	N87°25'44"E

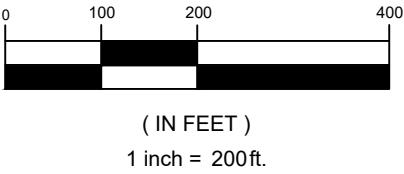
PARCEL CURVE DATA					
SEGMENT	LENGTH	RADIUS	DELTA	CHORD	CHORD DIRECTION
C1	133.34'	87.50'	87°18'54"	120.81'	N43°46'17"E
C2	209.54'	137.49'	87°19'21"	189.84'	N43°46'17"E

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING PART OF THE SE 1/4 OF THE SW 1/4 OF SECTION 10 AND THE NE 1/4 OF THE NW 1/4 OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: (BEARINGS ARE BASED ON GRID NORTH)

COMMENCING AT A CAPPED IRON PIN AT THE NE CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 14 WEST, LAMAR COUNTY, MISSISSIPPI, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE RUN S0°02'45"E ALONG THE EAST LINE OF THE SAID FORTY FOR 662.84' TO AN IRON PIN AT THE SE CORNER OF THE N 1/2 OF THE NE 1/4 OF THE NW 1/4 OF SECTION 15; THENCE RUN N89°30'59"W ALONG THE SOUTH LINE OF THE N 1/2 OF THE NE 1/4 OF THE NW 1/4 FOR 1049.72' TO AN IRON PIN ON THE EASTERN RIGHT-OF-WAY LINE OF LAMAR BOULEVARD; THENCE RUN N1°09'14"W ALONG THE SAID RIGHT-OF-WAY LINE FOR 492.45' TO A CAPPED IRON PIN; THENCE RUN N87°25'44"E FOR 180.22' TO A CAPPED IRON PIN; THENCE RUN N2°16'17"W FOR 225.00' TO AN IRON PIN; THENCE RUN N87°25'44"E FOR 29.37' TO AN IRON PIN; THENCE RUN N2°31'45"W FOR 213.09' TO AN IRON PIN; THENCE RUN N2°31'45"W FOR 62.60' TO CRIMPED TOP PIPE; THENCE RUN N2°36'22"W FOR 123.56' TO AN IRON PIN; THENCE RUN N82°38'20"E FOR 189.13' TO AN IRON PIN; THENCE RUN N2°01'06"E FOR 99.63' TO AN IRON PIN; THENCE RUN N5°47'14"W FOR 181.17' TO AN IRON PIN ON THE SOUTHERN RIGHT-OF-WAY OF U.S. HIGHWAY #98; THENCE RUN N80°28'29"E ALONG SAID RIGHT-OF-WAY FOR 295.77' TO AN IRON PIN; THENCE RUN N9°20'05"W ALONG SAID RIGHT-OF-WAY FOR 35.03' TO A BRASS DISC RIGHT-OF-WAY MARKER; THENCE RUN N80°22'10"E ALONG SAID RIGHT-OF-WAY FOR 426.69' TO A COTTON SPINDLE AT THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF U.S. HIGHWAY #98 AND THE EAST LINE OF SE 1/4 OF THE SW 1/4; THENCE RUN S0°06'50"W ALONG THE EAST LINE OF THE SAID FORTY FOR 298.08' TO AN IRON PIN; THENCE RUN S0°11'23"W ALONG SAID FORTY LINE FOR 376.85' TO A CONCRETE MONUMENT; THENCE RUN S0°17'04"W ALONG SAID FORTY LINE FOR 255.46' BACK TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 30.95 ACRES MORE OR LESS.

GRAPHIC SCALE



PREPARED BY



P.O. Box 1935
Purvis, Mississippi 39475
(601) 794-4565
hunter@andrewsengineering.net

PRELIMINARY COMMERCIAL SUBDIVISION LAYOUT
(THIS IS NOT A CERTIFIED BOUNDARY SURVEY
AND IS FOR GOVERNMENTAL REVIEW ONLY)

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
May 3rd, 2023**

Board Members Roll Call:

Members Present:

1. Mark Miller (Chair)
2. Amy Hinton (Vice Chair)
3. Rebekah Ray
4. Rhoda Pickett
5. Dick Conville
6. Carlos Wilson
7. Jeff Keyseear (Online)
8. Charles Dawe (Online)

Members Absent

1. Michael Dickerson
2. Elayne Lockett
3. Luke McNair

Staff Present:

1. Nathan Satcher, Planner II
2. Wiley Quinn, Director of Urban Development
3. Jim Gladden, Esq.
4. Kevin Bates, Building Official
5. Cory Long, AICP, Planning Manager
6. Andrea Garcia, Planner I

Mark Miller, Chair, declared the Hattiesburg Planning Commission meeting open and in session at 1:00 p.m.

AGENDA REVIEW

There came the matter of the April 2023 Agenda. Commissioner Ray made a motion to accept the agenda, seconded by Commissioner Wilson. All members present were in favor.

Motion:

Made by Rebekah Ray

Second:

Made by Carlos Wilson

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

MINUTES REVIEW

The minutes were reviewed. Rebekah Ray noted a spelling error in one of the commissioner's names and included the correction as part of the motion. The motion was seconded by Commissioner Hinton. All members present were in favor.

Motion:

Made by Rebekah Ray

Second:

Made by Amy Hinton.

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

BUSINESS MEETING

1. Building Report
2. Planning Report
3. Chair's Report

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for April 2023. He shared there was an increase in residential building permits compared to the previous month, half of

those were roofing permits. Commercial building permits increased as well. Overall, single-family residential building permits increased by 200 compared to last year.

PLANNING REPORT

There came the matter of the Planning Report by Nathan Satcher, Planner. He shared that the request to rezone a property on Mamie St was tabled by City Council. Commissioner Conville asked if the decision on 1601 Hardy St was appealed. Mr. Satcher replied that this was approved under certain conditions. Planning Manager Long mentioned that there was an upcoming commissioner training on May 19th. He also shared that subdivision regulations will be addressed.

CHAIR'S REPORT

There came the matter of the Chair's Report. Chair Miller thanked the commissioners for their continued work.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

Item A:

A petition has been filed by Earl Clayburn, owner, as required in the Land Development Code, Ord. No. 3209, to close and vacate an undeveloped alley, which is located north of Lurlyne Street and East of Edwards Street between 1924 Edwards Street and 9 Lurlyne Street (Forrest County, Ward 5).

Comments:

The planning staff introduced the request. Commissioner Hinton asked if there were some plans for development once the alley is closed, however, no plans were made at the moment. Chair Miller asked about the surrounding parcels. Mr. Satcher replied that the owner contacted the surrounding property owners for their approval on this process. No more comments were made to the staff. Chair Miller opened the public hearing. The owner Earl Clayburn came to speak on behalf of the proposal. No opponents were present and the public hearing was closed for this case.

Presented by:

Earl Clayburn

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Conville

Second:

Made by Vice Chair Hinton

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

Item B:

A petition has been filed by Gerry & Jennifer Mallory representative for Jimmie Jones, owner, as required in the Land Development Code, Ord. No. 3209, to request a conditional use for “Lodging – bed and breakfast inn” in an R-1A Zone (Residential District) for a property located at 416 Bay Street, (Parcel No. 2-029P-10-286.00; PPIN 19204, Forrest County, Ward 4).

Comments:

Staff noted the applicant was unable to attend the hearing and had requested the item be presented at the June Planning Commission Hearing. Commissioner Conville made a motion to table the request to the next Planning Commission Hearing.

Motion:

Made by Commissioner Conville

Second:

Made by Vice Chair Hinton

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		

Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

Item C:

A petition has been filed by Hunter Andrews representative for Graham Development, LLC, owner, as required in the Land Development Code, Ord. No. 3209, to request a Major Subdivision in a B-5 Zone (Regional Business District) for a property located at Lamar Boulevard and Highway 98, (Parcel No. 052Q-10-044.000, 052Q-10-044.002, 055B-15-001.000; PPIN 24497, 37027, 12113 Lamar County, Ward 3).

Comments:

The planning staff introduced the case. The objective of the request was to request preliminary plat approval for a major subdivision, as well as the construction of a road located near U.S Hwy 98 and Lamar Boulevard. Comments were made by the planning staff. A question was raised by Chair Miller about whether the road was built under the correct standards, Planning Manager Long stated that this road had the minimum requirements according to the Land Development Code. Commissioner Conville inquired about the street trees, and Mr. Long answered that the list of native species was being considered for this purpose. Commissioner Pickett asked if the new road had a center turn lane, Mr. Long stated that there were located in U.S Hwy 98 (right in and right out).

Then Chair Miller opened the public hearing portion of the meeting. Representative Billy Andrews (Attorney) came to speak on behalf of the project. He stated that the process began in June 2021, with an initial proposal for a minor subdivision; however, the idea changed over time and it is now being considered as a major subdivision. According to him, this project had been administratively approved by the City's Engineering Department. Commissioner Ray asked if any feedback had been received and representative Andrews replied that no feedback or complaints had been received. Commissioner Conville questioned the Conceptual Master Plan shown on the presentation, and expressed his concerns about the areas destined for stormwater retention. Mr. Andrews explained that such plan was just a concept and each owner will be responsible for their own stormwater retention areas.

Commissioner Hinton asked about the location of the Starbucks building. She expressed her concerns about the current situation with this business in Midtown, and asked if the part of Hwy 98 will face the same traffic issues. Mr. Satcher stated that this Starbucks location will not create the same problem seen in midtown area. Then, Hunter Andrews (Engineer) joined to the public hearing. Commissioner Conville expressed his concerns regarding the conceptual plan, which displays 10 turn lanes for entering the different businesses, and considered that even though the plan was conceptual, this situation will become real overtime. Mr. Andrews stated

that the only turn lanes approved were located on Lamar Blvd and U.S Hwy 98. In order to prevent traffic issues in this area, Commissioner Conville explained that the whole picture must be considered. Mr. Satcher responded that these intersections will need to meet the design standards and requirements in the LDC that will help mitigate these issues.

Then Chair Miller closed the public hearing. Commissioner Keysear asked the staff if there were any traffic studies in the Lamar Blvd intersection. Mr. Satcher replied that no studies were available but perhaps MDOT had information regarding the traffic flow in that intersection. Vice Chair Hinton suggested a traffic study for this location. Mr. Andrews questioned the reliability of the study (if performed) since it is still unknown what types of business will be present in this area and the changes in traffic flow that these may create. Commissioner Pickett asked if the interior of the road could be widened to address possible traffic problems on the turn lanes. Mr. Andrew replied that this road is not supposed to allow high speed and is designed according to the LDC standards. According to Mr. Long, the Planning Commission might have been able to influence the design of this subdivision if the meeting had been held before construction began. However, every single development to be made in this major subdivision will have to be approved by the Planning Commission.

Commissioner Keysear made the motion to approve with the recommendation that a traffic study will be performed for the Lamar Blvd intersection. Mr. Satcher stated that additional traffic studies should be completed before the final plat is approved. Commissioner Conville seconded this motion but suggested additional traffic studies in the future as new businesses establish in the area.

Presented by:

Mr. Billy Andrews (Attorney) and Hunter Andrews (Engineer)

Proponents:

2. Hunter Andrews (Engineer)

Opponents:

3. None

Motion:

Made by Commissioner Keysear

Second:

Made by Commissioner Conville

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keysear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		

Rhoda Pickett		X	
Carlos Wilson	X		

Item D:

A petition has been filed by Constance Burnside representative for Bengie Leatherwood, owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification from an A-1 Zone (Agricultural District) to an A-2 (Agricultural Residential District) for a property located at 496 N. Hattiesburg Avenue, (Parcel No. 2-042D-26-104.00; PPIN 6760, Forrest County, Ward 5).

Comments:

The planning staff introduced the case. Comments were made by the planning staff Commissioner Hinton asked under what circumstances an A-1 parcel could be surrounded by several residential zones. In Mr. Satcher's opinion, the current location may have been considered low-density and designated as an agricultural zone by the City when they established zones for this area. Vice Chair Hinton asked if this situation could be resolved with a variance instead of rezoning. Mr. Long said that this is not allowed through conditional use and variance would change the density of this zone with no real hardship. Rezoning was the least invasive approach. Chair Miller mentioned that if this could be managed through a variance, everyone else would like to do this as well. Then Chair Miller opened the public hearing; the applicant Constance Burnside came to speak in behalf of this proposal.

Vice Chair Hinton asked the applicant if she would have access to all the utilities once she gets the necessary permits. Chair Miller closed the public hearing portion. Commissioner Dowe expressed his concern about facilitating mobile homes. Commissioner Hinton mentioned that this situation should not be looked as facilitating mobile homes. Everything around this location is residential (high density) and the transition from A-1 to A-2 is not a problem since the character of the neighborhood is changing. Additionally, mobile homes are only allowed in agricultural zones. Vice Chair Hinton made the motion to approve based on changes of the surrounding area of the neighborhood. Dr Miller seconded this motion as well as Commissioner Wilson.

Presented by:

Constance Burnside, Applicant

Proponents:

2. None

Opponents:

4. None

Motion:

Made by Vice Chair Hinton

Second:

Made by Mark Miller (Chair) and Commissioner Wilson

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

BUSINESS MEETING

No items were presented in the business meeting.

Adjournment:

The meeting was adjourned at 3:15 p.m.

Motion:

Made by Vice Chair Hinton

Second:

Made by Commissioner Conville

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

Mark Miller, Chair

Cory Long, AICP, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Cory Long, Planning Administrator, Nathan Satcher, Planner II

cc: Ann Jones, Chief Administrative Officer, Wiley Quinn, Urban Development Director

Date: Tuesday, June 20, 2023

Re: Approve a petition filed by Gerry & Jennifer Mallory, and Jimmie Jones, to request a conditional use for a “Lodging – bed and breakfast inn” in an R-1A Zone for a property located at 416 Bay Street. Planning Commission recommended to approve on June 7th, 2023.
File Number: 2023-400
Minute Book #

Summary

A petition has been filed by Gerry & Jennifer Mallory representative for Jimmie Jones, owner, as required in the Land Development Code, Ord. No. 3209, to request a conditional use for “Lodging – bed and breakfast inn” in an R-1A Zone (Residential District) for a property located at 416 Bay Street, (Parcel No. 2-029P-10-286.00; PPIN 19204, Forrest County, Ward 4).

Recommendation Statement

Please place this on the June 20, 2023 City Council meeting for consideration.

HPC May Item: A
Gerry and Jennifer Mallory, Applicants; Jimmie Jones, Owner
Request for: **Conditional Use**



URBAN DEVELOPMENT PLANNING DIVISION

Planning Commission Case Fact Sheet

Name of Petitioner: Gerry and Jennifer Mallory, Applicants and Jimmie Jones, Owner

Address of Property:	Tax Parcel	PPIN:	Ward:
416 Bay St	2-029P-10-286.00	19204	4

Request: **Conditional Use - Bed and Breakfast Home**

Purpose of Request: To consider an application to request a Conditional Use as "Bed and Breakfast Home/Inn" facility in an R-1A (Single Family Residential) zone for property located at 416 Bay St (Parcel 2-029P-10-286.00, PPIN 19204, Ward 4).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4 Zoning Districts Established

4.5.3 R-1A Residential District. The purpose of the R-1A District is to permit single-family residential uses with related recreational, religious and educational facilities. This district is consistent with the Neighborhood Conservation 1 and 2 districts in the Comprehensive Plan. This zoning district encourages protected lower density residential neighborhoods with only compatible supporting institutional uses and open space.

12.3.3.4 Reestablishment Restricted. A legal Conditional Use, as approved by the Governing Authority (City Council), when discontinued or abandoned, shall not be resumed.

Discontinuance or abandonment shall be defined as:

- i. When land used for a legal conditional use ceases to be used in a bona fide manner or a period of six consecutive calendar months;
- ii. When a building designed or arranged for a Conditional Use ceases to be used in a bona fide manner as a legal nonconforming use for continuous period of six consecutive calendar months;
- iii. When a building designed or arranged for a conforming use shall cease to be used in a bona fide manner as a Conditional

HPC May Item: A
Gerry and Jennifer Mallory, Applicants; Jimmie Jones, Owner
Request for: **Conditional Use**

Use for a period of six consecutive calendar months.

SECTION 5

Use Regulations

5.4.8 Bed and Breakfast Home; Bed and Breakfast Inn.

5.4.8.1 Meals and Alcohol.

- i. The establishment shall serve breakfast only to registered guests of the establishment. The price of breakfast shall be included in the room rate.
- ii. Food services may only be provided to overnight guests of a Bed and Breakfast facility or to the guests at a commercial meeting.
- iii. The proprietor shall meet all the requirements and seek approval by the County Health Department prior to serving meals.
- iv. Serving alcohol to overnight and commercial meeting guests is allowed. The proprietor must meet all requirements of the Mississippi Alcohol Beverage Control Commission as governed by the standards set forth under Section 67-1-5 of the Mississippi Code of 1972, as amended, in order to serve alcohol at a bed and breakfast facility.

5.4.8.2 Location. A Bed and Breakfast Home should be located in a property located within an existing local or National Register historic district, in a property listed in the National Register of Historic Places, a designated National Historic Landmark, or a property designated a Mississippi Landmark with the Mississippi Department of Archives and History. This requirement may be waived by the planning commission and the city council.

5.4.8.3 Residency required. A Bed and Breakfast Home shall be the permanent residence of the owner of the establishment. A Bed and Breakfast Inn shall be the permanent residence of the owner of the establishment or resident manager.

5.4.8.4 Commercial meetings. Commercial meeting privileges are considered an accessory use to the Bed and Breakfast Home, and will be granted in the following manner:

- i. Commercial meeting privileges shall be permitted on a case-by-case basis if the physical conditions of the property—size of the property, size of the residence, buffering of activities and parking areas, volume of traffic on

HPC May Item: A
Gerry and Jennifer Mallory, Applicants; Jimmie Jones, Owner
Request for: **Conditional Use**

adjacent streets—are adequate to accommodate a commercial land use. It shall be the burden of the applicant to prove that all requirements of this ordinance can be met and that the proposed use will not have a negative impact on the safety, welfare, and convenience of neighboring properties.

ii. The facility used for commercial meetings shall comply with all applicable standards under the International Fire Code adopted by the City of Hattiesburg. The square footage of assembly space and the number or capacity of people therein who will be attending such commercial meetings must be submitted in writing to the Planning Division with the permit application.

5.4.8.5 Guest Book. All Bed and Breakfast Homes shall maintain a guest book for overnight guests and for commercial meetings. It should include dates of stay, the origin of visitors, and the dates of commercial meetings. The guest book may serve as evidence in the event that the bed and breakfast or commercial meeting privilege is in question.

5.4.8.6 Insurance. Each person having a permit under this ordinance shall carry general liability insurance in the minimum amount of \$500,000.00 covering such operation. Proof of insurance shall be kept on file in the Tax Department of the City of Hattiesburg.

5.4.8.7 Compatibility. Each application for a Bed and Breakfast shall be accompanied by clear and convincing evidence that there will be no substantial interference with the health, safety and welfare of the general public, as well as, the character and integrity of the surrounding residential area. In addition, a bed and breakfast facility shall not promote the commercialization of residential neighborhoods.

5.4.8.8 Parking.

i. No more than two off-street parking spaces shall be provided in the front yard.

ii. Off-street parking must be within 300 feet of the facility, and proof of such parking (lease agreement, site plan, etc.) must be provided to the Department of Urban Development at the time of application.

iii. The Planning Commission may require the screening of parking (landscaping, fencing, etc.) as a condition of approval. On-street parking will be acceptable on

HPC May Item: A
Gerry and Jennifer Mallory, Applicants; Jimmie Jones, Owner
Request for: **Conditional Use**

a case-by-case basis depending on individual neighborhood parking conditions and site limitations or characteristics.

iv. A maximum of one parking space for every three commercial meeting attendees as permitted by the Fire Code shall be provided.

v. Spaces required for commercial meetings shall be surfaced according to the standards set forth under the Residential Buildings section of the Historic Hattiesburg Design Guidelines Manual.

5.4.8.9 Rooms. Overnight guest accommodations shall be in the principal structure only, except that the Planning Commission must authorize the use of pre-existing accessory structures or outbuildings in residential districts. Such may be approved if it can be demonstrated to the satisfaction of the commission that the accessory buildings or structures proposed had been used previously as residences, and if the use of the same would not infringe on neighboring residents' privacy and the use and enjoyment of adjacent properties.

5.4.8.10 Signs. One (1), non-illuminated freestanding sign shall be permitted at bed and breakfast facilities in residential zoning districts. Signs must meet the guidelines set forth under Section 10. All other banners or flags used for advertisement or Bed and Breakfast identification purposes are prohibited. Signs identifying bed and breakfast facilities in nonresidential zoning districts shall be erected according to the requirements of the individual district

Present Zoning:	The parcel is currently zoned R-1A (Single Family Residential) in the Hattiesburg National Register District (Historic District).
Present Use:	Ross House (Single-Family Home)
Future Land Use:	Neighborhood Business Corridor
Surrounding Zoning and Land Use:	North: R-1A Single-Family Residential South: R-1A/R-1B Single-Family Residential East: R-1A Single-Family Residential West: R-1A Single-Family Residential
Letters or Concerns stated:	The Planning Division Office has not received any letters or other written communications relative to this case as of May 24 th , 2023.
History / Background:	The petitioners met with the Planning Division in November, 2022 to discuss a change of use of the subject property (Ross Building) and

HPC May Item: A
Gerry and Jennifer Mallory, Applicants; Jimmie Jones, Owner
Request for: **Conditional Use**

establish a Bed and Breakfast Home on the site. In addition to B&B, the petitioner discussed hosting small events for B&B guests. Staff discussed other potential expansion options for the site, but would have required a rezoning to accommodate the additional uses.

As the property is currently zoned R-1A, a Conditional Use is required to establish the proposed development on site (LDC 5.4.8). The property is located within the Hattiesburg National Register District and all exterior changes to the site must be approved by the Hattiesburg Historic Conservation Committee.

Conditional Uses are a means of provided flexibility in permitted uses of a specific zoning district. Conditional uses allow a community to review certain uses that may be similar in nature to the permitted uses, but can have impacts beyond those of the anticipated uses of a zoning district. Planning Commission can add conditions to the approval to ensure compatibility and mitigate any impacts, such as conditions for parking and hours of operation. Overly vague or ambiguous conditions should be avoided.

Option: Basis for approval:

12.3.3.2 Additional Approval Criteria. The applicant for a request for the Planning Commission to approve a use shall be required to demonstrate that his/her proposal addresses the following additional requirements, except that the Planning Commission may waive any one or more criteria that it determines are not applicable based upon the expected impact of the proposal.

- i. Determination that adequate public facilities and services will be available concurrent with the impacts of the development as evidenced by letters of sufficiency from utilities and schools and a determination by the city engineer that the available capacity of existing streets can safely provide access to the site.
- ii. The proposed development will be compatible with surrounding uses and will protect adjacent properties through the following measures:
 - Protection of privacy. The proposed plan shall provide reasonable visual and auditory privacy for all dwelling units located within and adjacent to the site. Fences, walls, barriers and / or vegetation shall be arranged to protect and enhance the property and to enhance the privacy of on-site and neighboring occupants.
 - Protection of use and enjoyment. The proposed plan shall be designed and arranged to have minimal negative impact on the use and enjoyment of adjoining property.
 - Compatible design and integration. The use meets all design criteria required by this Code that apply and is designed to integrate well both on and off site.

SUBJECT PARCEL:

416 Bay Street

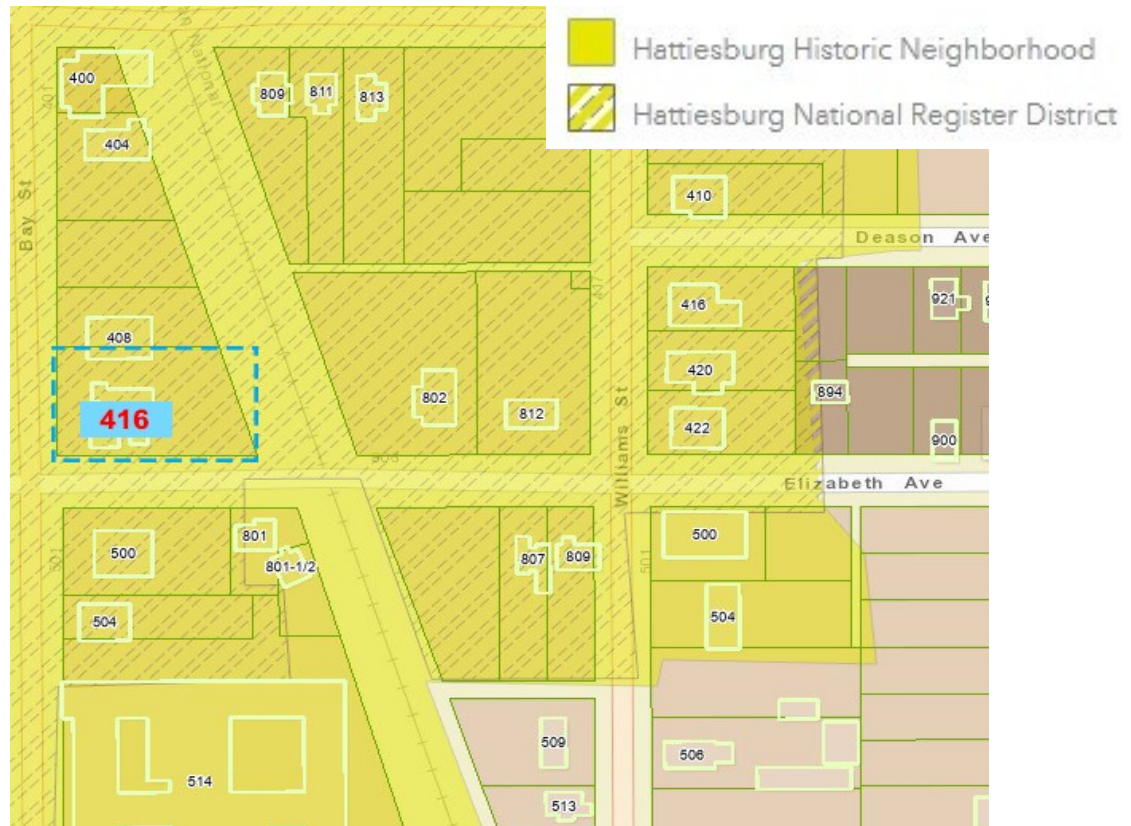
Jimmie Jones (owner), Gerry and Jennifer Mallory (applicants).

The applicants request a Conditional Use as “Bed and Breakfast Home” in a property located at 416 Bay St.

Property is currently zoned as R-1A (Single-Family Residential) (PPIN 19204, Forrest County, Ward 4).



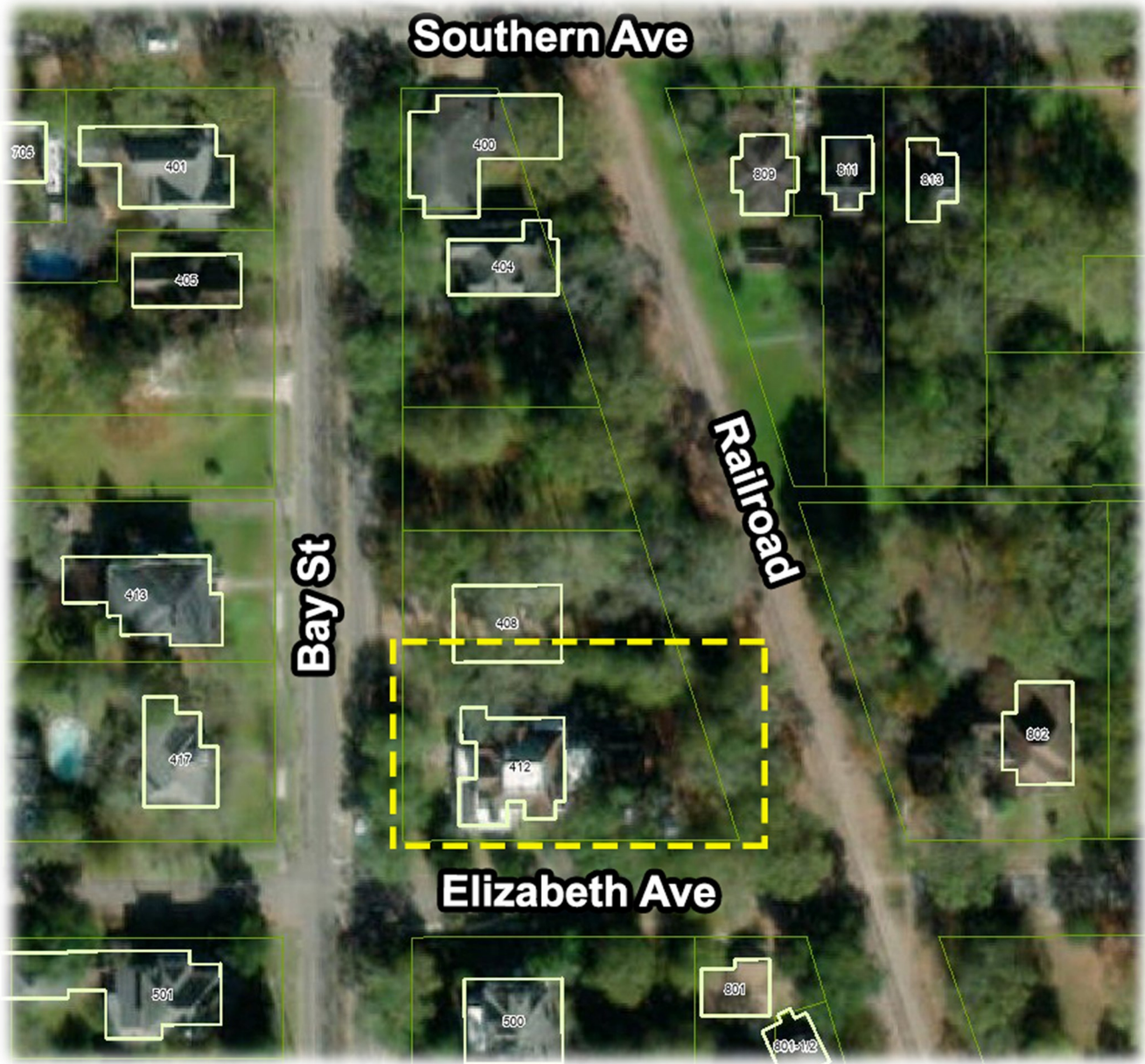
Vicinity Map—Ward 4



Surrounding Zoning



Site Aerial



Surrounding Area

Northern and Southern Directions: R-1A, Single-family Residential

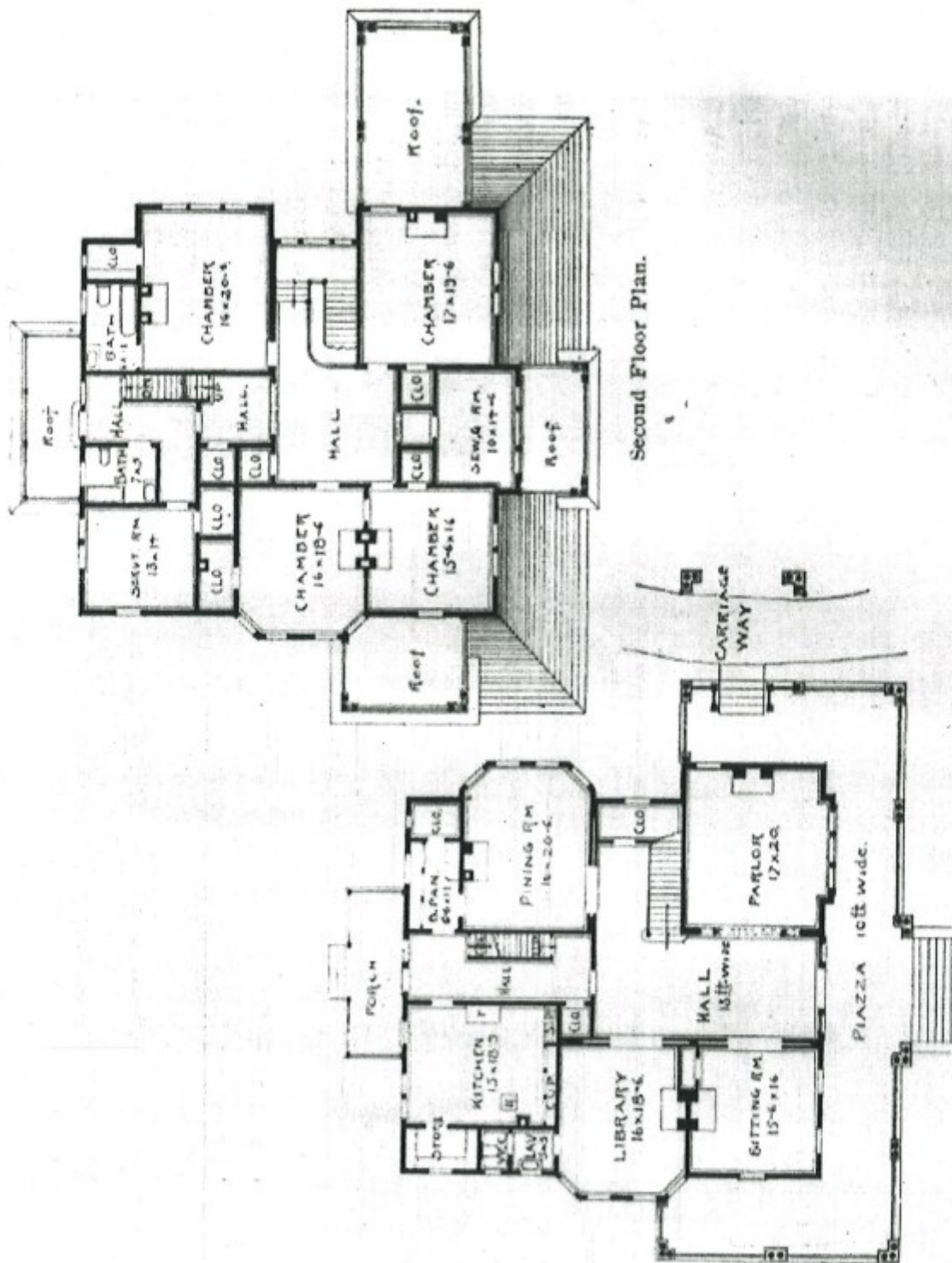


Eastern and Western Direction: R-1A, Single-family Residential

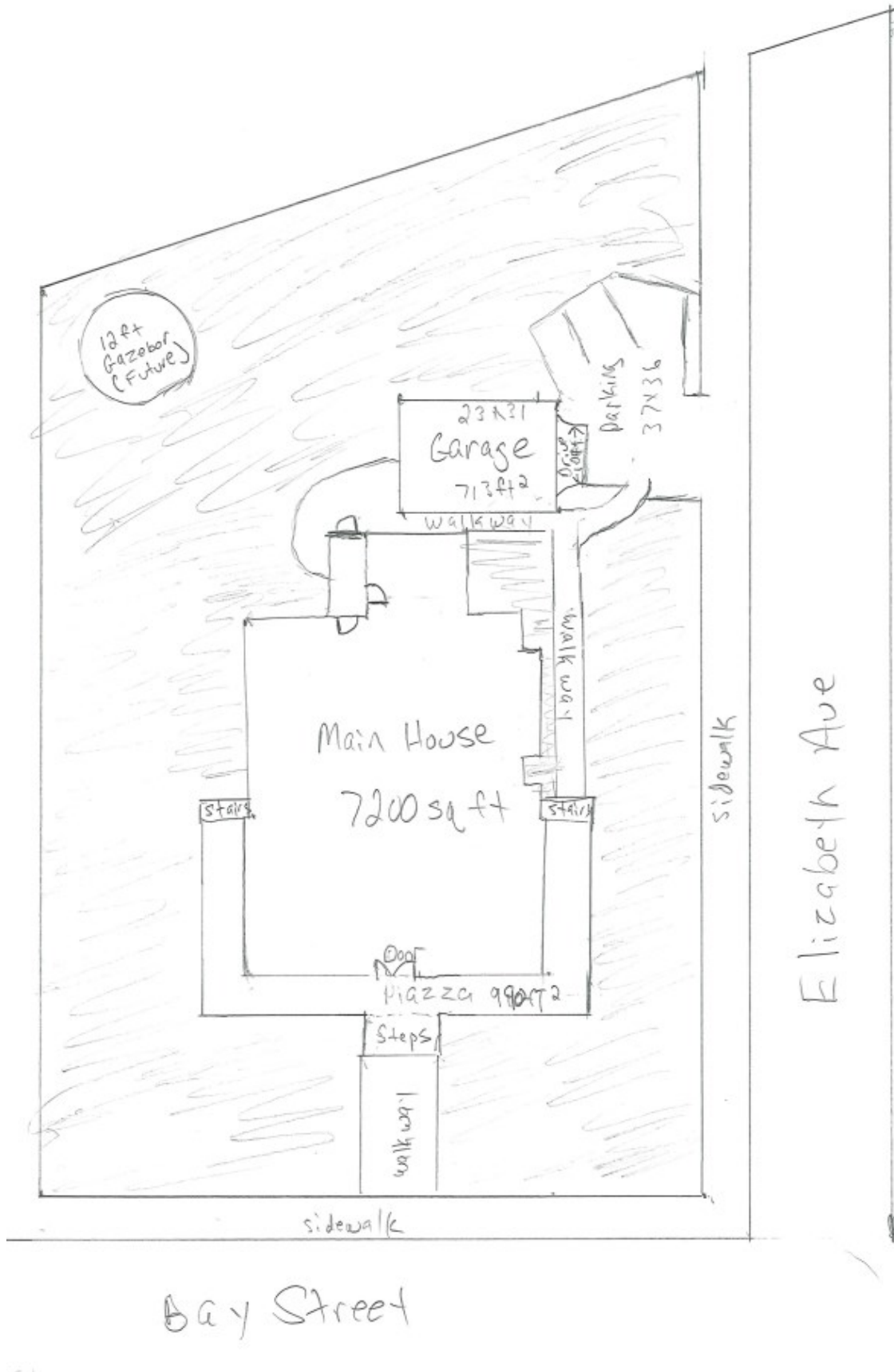


Bay St and Elizabeth Ave Intersection

Floor Plan



Site Plan (no immediate proposed changes)



Public Hearing Contact Information Form

City of Hattiesburg - Planning Division

Note: A Pre-Application submittal must contain a completed application form and a concept plan drawn to scale.

Pre-Application Date:

Click here to enter a date.

Planner:

Today's Date: Click here to enter a date.

Project Name:

Proposed Use(s):

Project Street Address: 416 Bay St. Hattiesburg MS. 39401

PPIN Number(s) (If unknown, can be found on tax receipt):

Parcel Number(s):

Flood Zone(s):

Historic District(s):

Zoning District(s):

Proposed Cost of the Project: \$

Project Representative Information

Name:

Gerry Mallory

☒ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer

☐ Other (Specify):

Phone:

503-327-5588

Fax:

Email:

megchesney@gmail.com

Mailing Address:

416 Bay St. Hattiesburg MS. 39401

Name:

Jennifer Mallory

☒ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer

☐ Other (Specify):

Phone:

503-327-5554

Fax:

Email:

megchesney@aol.com

Mailing Address:

416 Bay St., Hattiesburg MS. 39401

Name:

Jimmie Jones

☐ Applicant ☒ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer

☐ Other (Specify):

Phone:

916-761-5204

Fax:

Email:

Jim@jonessite.com

Mailing Address:

8465 Bradshaw Rd, Elk Grove CA 95624

Conditional Use (2 pages)

12.3.3.1 Compliance Required. Uses requiring Planning Commission approval, as noted in the Tables of Uses in Section 5 of this Code, shall be approved subject to this Section. Any application for such use must comply with all applicable standards that apply to similar uses and properties in the zoning district in general, the specific conditions listed for that use in Section 5, and the following criteria. Where conflicts exist, the Planning Commission shall determine which criteria apply on a case by case basis.

1. Does this application meet the conditions set forth in Section 5 for the requested use? If yes, please explain.

Yes, The property is in a historic district, will serve breakfast to guests, comply with Health Dep. MA BCC codes. Owner will live on site (manager). Required parking will be provided and Events will not adversely impact the community. 5 rooms will be provided for overnight guests.

2. Describe the effects the proposed use of utilities and facilities will have on the community.

The B and B will contribute increased vitality to the community, as will events. There will be little impact to the currently light flow of vehicle traffic.

3. Describe how the size of the site is appropriate for the proposed use.

At 7200 sq ft inside and a .55 acre lot, this property will easily accommodate 5 nightly guests or small (50 or fewer persons) events on the grounds.

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? Yes

If yes, please explain:

The B and B will generate some increased vehicle and pedestrian traffic, but with a low key clientele. Small events could generate increased traffic, but there are ample places to park.

5. Will there be any elevation in the noise level resulting from this proposed use? NO

If yes, please explain:

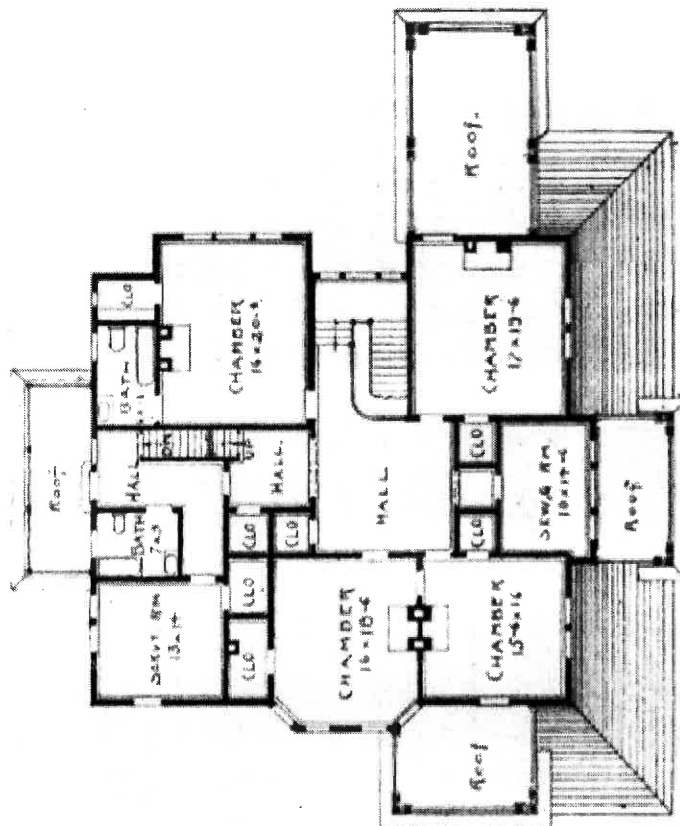
Any events using music or singing will use only minimal amplification, particularly during evening hours.

6. What is the expected number of customers/employees per day? The Bed and Breakfast will have no more than 16 people on site. On a case by case basis some events will have up to 50 people using primarily the piazza and the garden/yard

7. Parking Requirements:

Commercial/Industrial: Paved parking will be provided for 3 vehicles, and
1 ADA vehicle(s); with 1 loading spaces.

For more information please reference the Land Development Code Section 12.3.3.2.



Second Floor Plan.



CARRIAGE WAY

PIAZZA 10ft wide.

APPLICANT AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT** OF THIS PETITION,
ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **APPLICANT(s)** of the subject property located at

416 Bay St. Hattiesburg MS 39401
Street Address City State

on this the 23rd day of March, 2023.

Jennifer Mallory
Applicant (print)

Jennifer Mallory
Applicant (signature)

STATE OF Mississippi

COUNTY OF Forrest

Personally came and appeared before me, the within named

Jennifer Mallory

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day
and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property
as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 23 day of March,
2023.

Kimberly Atkins
NOTARY PUBLIC

My Commission Expires:

March 10, 2024



APPLICANT AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT** OF THIS PETITION,
ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **APPLICANT(s)** of the subject property located at

416 Bay ST Hattiesburg MS 39401
Street Address City State

on this the 23rd day of March, 2023.

Gerry Mallory
Applicant (print)
[Signature]
Applicant (signature)

STATE OF Mississippi
COUNTY OF Forrest

Personally came and appeared before me, the within named

Gerry Mallory

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 23 day of March, 2023.

[Signature]
NOTARY PUBLIC

My Commission Expires:

March 10, 2024



OWNER AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **OWNER(S)** OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the OWNER(s) of the subject property located at

416 Bay St Hattiesburg MS 39401
Street Address City State

on this the 23 day of March 2023.

In the matter of this request, the property owner further authorizes the following named person(s) to represent them at the public hearing on this petition.

Gerry Mallory Jennifer Mallory

on this the 23 day of March 2023.

Jimmie Jones & Ruby Jones
Property Owner (print)

Jimmie Jones Ruby Jones
Property Owner (signature)

STATE OF _____

COUNTY OF _____

Personally came and appeared before me, the within named

_____ who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____ day of _____, 20____.

See next page

NOTARY PUBLIC

My Commission Expires:

Owner Affidavit Page

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento

On March 23, 2023 before me, Vimal Vinayak Singh Notary Public.
(insert name and title of the officer)

personally appeared Dimmie R Jones & Ruby G Jones
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

(Seal)



- i. The number of outside stored vehicles awaiting repair is limited to no more than 5 or 1 per service bay, whichever is greater.

- ii. Accessory junk yards including the storage of vehicles used for parts are not permitted.

5.4.8.4

5.4.8 Bed and Breakfast Home; Bed and Breakfast Inn.

5.4.8.1 Meals and Alcohol.

- i. The establishment shall serve breakfast only to registered guests of the establishment. The price of breakfast shall be included in the room rate.
- ii. Food services may only be provided to overnight guests of a Bed and Breakfast facility or to the guests at a commercial meeting.
- iii. The proprietor shall meet all the requirements and seek approval by the County Health Department prior to serving meals.
- iv. Serving alcohol to overnight and commercial meeting guests is allowed. The proprietor must meet all requirements of the Mississippi Alcohol Beverage Control Commission as governed by the standards set forth under Section 67-1-5 of the Mississippi Code of 1972, as amended, in order to serve alcohol at a bed and breakfast facility.

5.4.8.5

- 5.4.8.2 Location. A Bed and Breakfast Home should be located in a property located within an existing local or National Register historic district, in a property listed in the National Register of Historic Places, a designated National Historic Landmark, or a property designated a Mississippi Landmark with the Mississippi Department of Archives and History. This requirement may be waived by the planning commission and the city council.

5.4.8.6

- 5.4.8.3 Residency required. A Bed and Breakfast Home shall be the permanent residence of

the owner of the establishment. A Bed and Breakfast Inn shall be the permanent residence of the owner of the establishment or resident manager.

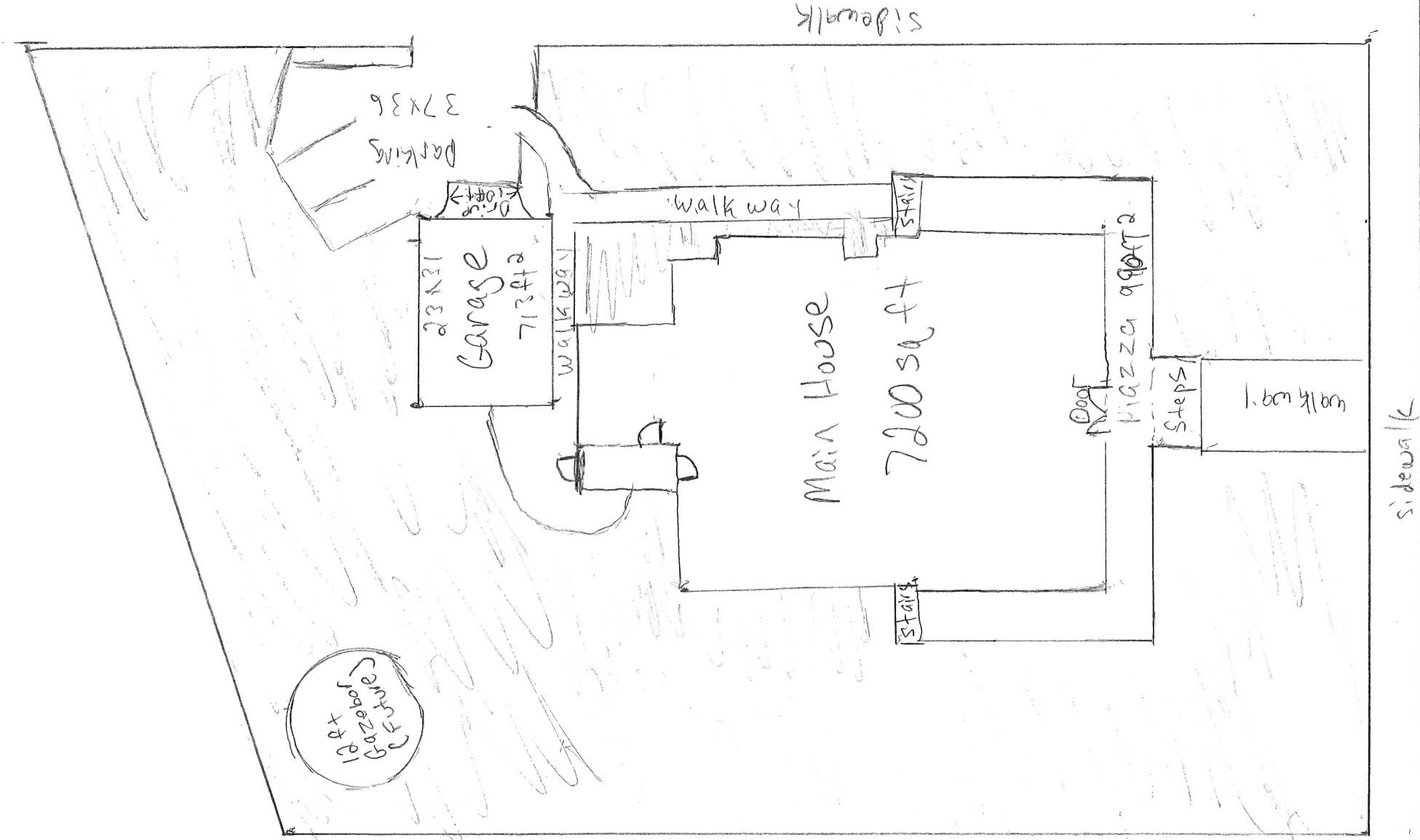
Commercial meetings. Commercial meeting privileges are considered an accessory use to the Bed and Breakfast Home, and will be granted in the following manner:

- i. Commercial meeting privileges shall be permitted on a case-by-case basis if the physical conditions of the property—size of the property, size of the residence, buffering of activities and parking areas, volume of traffic on adjacent streets—are adequate to accommodate a commercial land use. It shall be the burden of the applicant to prove that all requirements of this ordinance can be met, and that the proposed use will not have a negative impact on the safety, welfare and convenience of neighboring properties.
- ii. The facility used for commercial meetings shall comply with all applicable standards under the International Fire Code adopted by the City of Hattiesburg. The square footage of assembly space and the number or capacity of people therein who will be attending such commercial meetings must be submitted in writing to the Planning Division with the permit application.

Guest Book. All Bed and Breakfast Homes shall maintain a guest book for overnight guests and for commercial meetings. It should include dates of stay, origin of visitors, and the dates of commercial meeting. The guest book may serve as evidence in the event that the bed and breakfast or commercial meeting privilege is in question.

Insurance. Each person having a permit under this ordinance shall carry general liability insurance in the minimum amount of \$500,000.00 covering such operation. Proof of insurance shall be kept on file in the Tax Department of the City of Hattiesburg.

5.4.8.7	Compatibility. Each application for a Bed and Breakfast shall be accompanied by clear and convincing evidence that there will be no substantial interference with the health, safety and welfare of the general public, as well as, the character and integrity of the surrounding residential area. In addition, a bed and breakfast facility shall not promote the commercialization of residential neighborhoods.		if the use of the same would not infringe on neighboring residents' privacy and the use and enjoyment of <u>adjacent</u> properties.
5.4.8.8	Parking.	5.4.8.10	Signs. One (1), non-illuminated freestanding sign shall be permitted at bed and breakfast facilities in residential zoning districts. Signs must meet the guidelines set forth under <u>Section 10</u> . All other banners or flags used for advertisement or Bed and Breakfast identification purposes are prohibited. Signs identifying bed and breakfast facilities in non-residential zoning districts shall be erected according to the requirements of the individual district.
	i. No more than two off-street parking spaces shall be provided in the front yard.	5.4.9	Boarding House.
	ii. Off-street parking must be within 300 feet of the facility, and proof of such parking (lease agreement, site plan, etc.) must be provided to the Department of Urban Development at the time of application.	5.4.9.1	The house shall be the permanent residence of the <u>owner</u> of the establishment.
	iii. The Planning Commission may require the screening of parking (landscaping, fencing, etc.) as a condition of approval. On-street parking will be acceptable on a case-by-case basis depending on individual neighborhood parking conditions and site limitations or characteristics.	5.4.9.2	In any residential zoning district, no more than two off-street parking spaces shall be provided in the front yard.
	iv. A maximum of one parking space for every three commercial meeting attendees as permitted by the <u>Fire Code</u> shall be provided.	5.4.9.3	Off-street parking in the side and rear yards shall be screened in accordance with parking lot landscaping and screening requirements. Parking shall be placed on the lot in a manner designed to have the least physical impact on adjoining residential uses.
	v. Spaces required for commercial meetings shall be surfaced according to the standards set forth under the Residential Buildings section of the Historic Hattiesburg Design Guidelines Manual.	5.4.9.4	At all times the character of the use shall be residential and shall be designed and maintained to appear as a single-family use.
5.4.8.9	Rooms. Overnight guest accommodations shall be in the <u>principal structure</u> only, except that the Planning Commission must authorize the use of pre-existing accessory structures or outbuildings in residential districts. Such may be approved if it can be demonstrated to the satisfaction of the commission that the accessory buildings or structures proposed had been used previously as residences, and	5.4.10	Boat, Canoe, and Kayak Rental
		5.4.10.1	Facilities must include an office for the conduct of business.
		5.4.10.2	In the B4 district, all storage must be indoors.
		5.4.11	Broadcast Studios, Radio and Television.
		5.4.11.1	Broadcast studios shall be permitted only when the applicant can adequately demonstrate that any <u>antenna</u> and/or transmission related to the use will not interfere with the normal and customary television and radio reception enjoyed by city residents.
		5.4.12	<u>Care Center; Care Home.</u>
		5.4.12.1	Drop-off and pick-up areas must be shown on



Bay Street



DEED

Bk:1413 Page:711-714

RCD: 02/01/2023 @ 1:08:26 PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

Prepared by:
Fillingane Law Firm, PLLC
c/o Joey Fillingane
6641 US Highway 98 W, Ste. 100
Hattiesburg, MS 39402
(601) 264-3323
MS Bar # 99154

Return to:
Deep South Title, LLC
6641 US Highway 98 W, Ste. 100
Hattiesburg, MS 39402
(601) 264-3323

STATE OF MISSISSIPPI
COUNTY OF FORREST

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations, not herein mentioned, the receipt and sufficiency of all of which is hereby acknowledged, the Grantor(s)

Kate Aseme Winborne
P.O. Box 18559
Hattiesburg, MS 39404
(601) 818-3408

do(es) hereby grant, bargain, sell, convey and warrant unto, the Grantee(s):

Jimmie Ray Jones and Ruby Gean Jones
8465 Bradshaw Road
Elk Grove, CA 95624
(916) 761-5204

as joint tenants with full rights of survivorship and not as tenants in common the following described lands, together with any and all improvements thereon and appurtenances thereunto belonging, said lands in Forrest County, Mississippi, being more particularly described as follows, to-wit:

See attached Exhibit A

INDEXING INSTRUCTIONS: S 1/2 of Lot 4 and entire Lots 5 and 6, Block 123, Kamper & Whinnery Survey, City of Hattiesburg, Forrest County, Mississippi

The above warranty and this conveyance are subject to prior reservations of oil, gas and other minerals by former owners.

The above warranty and this conveyance are subject to any and all easements for public roads and public utilities as presently laid out, constructed or in use.

Subject to any covenants, restrictions, or easements affecting the subject property which may be of record in the office of the Chancery Clerk of Forrest County, Mississippi.



DEED

Bk:1413 Page:711-714

RCD: 02/01/2023 @ 1:08:26:PM

FORREST COUNTY, MS

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Subject to all exceptions, reservations, and conveyances to any existing easements, grants, or rights-of-way for public roads, streets, and alleys, and for electric, telephone, telegraph, gas, water, drainage, sewerage, or similar utility purposes which affect or relate to the above described real property.

Subject to any and all leases, exceptions, reservations and/or conveyances, together with release of damages, of or related to minerals of every kind and character, including, but not limited to, oil and gas, and/or of related to any geothermal energy resources, in, on or under the real property hereby conveyed or which affect the real property hereby conveyed;

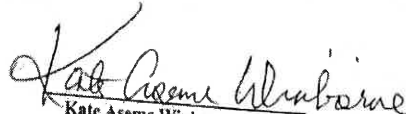
Subject to any environmental condition existing upon the subject property which would cause said property to be in violation of any State and/or Federal Environmental Protection Act and subject to any such condition which may be in violation of such laws and is subject to any such condition which may affect the title to said property or lien placed against said property by any lender, individual Corporation or otherwise.

Taxes for the current year shall be pro-rated as of the date of this instrument and assumed by the Grantees herein. It is specifically agreed and understood that taxes for the current year are pro-rated based upon the previous years taxes.

Subject to that certain easement or right of way to Public Service Corporation of Mississippi recorded in Book 41 at Page 541.

Larry Winborne, in whom had an interest in the subject property was vested as tenants by the entirety with the right of survivorship and not as tenants in common, by that certain Warranty Deed filed January 22, 1991 and recorded in Book 646 at Page 493, is deceased as evidenced by a copy of his death certificate attached hereto as Exhibit B.

WITNESS OUR SIGNATURES on this the 31st day of January, 2023.


Kate Aseme Winborne, Grantor

STATE OF MISSISSIPPI
COUNTY OF LAMAR

Personally, appeared before me, the undersigned authority in and for the said county and state, on this 31st day of January, 2023, within my jurisdiction, the within named Kate Aseme Winborne, who acknowledged that they/he/she executed the above and foregoing instrument.

(Seal)

My commission expires:

22-9441




Notary Public

Subject to all exceptions, reservations, and conveyances to any existing easements, grants, or rights-of-way for public roads, streets, and alleys, and for electric, telephone, telegraph, gas, water, drainage, sewerage, or similar utility purposes which affect or relate to the above described real property.

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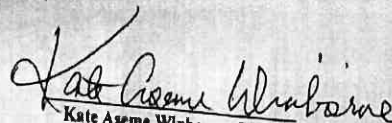
Subject to any environmental condition existing upon the subject property which would cause said property to be in violation of any State and/or Federal Environmental Protection Act and subject to any such condition which may be in violation of such laws and is subject to any such condition which may affect the title to said property or lien placed against said property by any lender, individual Corporation or otherwise.

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Kate Aseme Winborne, Grantor

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COUNTY OF LAMAR

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(Seal)

My commission expires:

7-17-23

22-9441



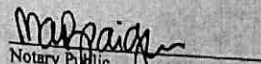

Notary Public

Exhibit A

The South Half of Lot Four (4) and entire Lots Five (5) and Six (6) in Block One Hundred Twenty-Three (123) of and according to the Kamper & Whinnery Survey in the said City of Hattiesburg, the said part of said lot and entire lots together constituting a tract of land with a frontage of 125 feet back on the East side of Bay Street, and extending back between parallel lines along Elizabeth Avenue to the right of way of the Gulf & Ship Island Railroad Company, together with all improvements thereon and appurtenances thereunto belonging.

Signed for Identification Purposes

Kate Anne Winborne

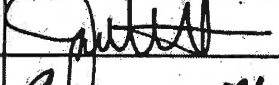
Date: June 7, 2023

To the City of Hattiesburg Planning Commission:

My neighbors at 416 Bay Street, Gerry and Jenny Mallory and Jim and Ruby Jones, have communicated their plans to open and operate a Bed and Breakfast business located at that property in Historic Hattiesburg. They further explained that they will also be holding small events at the property such as weddings, elopements, family reunions, mystery dinners and other such events in connection with the Bed and Breakfast operation.

By signing this letter, I am affirming that as a neighbor I support this usage for the property located at 416 Bay Street in Hattiesburg. I understand this letter will be presented to the City of Hattiesburg Planning Commission at the June 7 meeting, stating my support.

Neighbor Names and Signatures in support of Ross Mansion at 416 Bay Street, Hattiesburg MS 39401

Print Name	Street Address	Signature
Joel Smith	501 Bay St	
Eric Leatherwood	802 Elizabeth Ave	
Allison Leatherwood	802 Elizabeth Ave.	
Greg Fennell	417 BAY ST.	
Charles O. Minor	412 BAY STREET	CHARLES O. MINOR

Charles M. Marshall 405 Bay St. 

June 7, 2023

Hattiesburg Planning Commission, City Council Members, Mayor Barker

Re: 416 Bay Street – Conditional Use Permit

Dear Friends,

Jutta and I moved to Hattiesburg 22 years ago. We love this city, and we appreciate the commitment all of you and countless others have made to make and keep it a great place to live. We moved to 413 Bay Street in late 2018.

We met Jenny and Gerry Mallory and Ruby and Jim Jones Last December when they were finalizing their effort to buy the Ross Mansion. They told us and every neighbor they met of their plans for the beautiful home. At that point, the property had been vacant for about 2 years. We were pleased when we learned that the purchase was made.

The Bay Street homes nearest 416 Bay are 412, 420, 413, 417, 421. Every owner/resident of those properties supports the plan. Unfortunately, there is no owner/resident at 420 (the Historic Turner home). Perhaps one of the visitors to the Ross Mansion in the next year or two will be interested in that property.

Already the Ross Mansion has reclaimed more of its' grandeur and, with your approval, it will once again be a great asset for the neighborhood and the City of Hattiesburg.

I am certain that these fine new neighbors will learn to love Hattiesburg and that you will be pleased to have supported the Conditional use Permit.

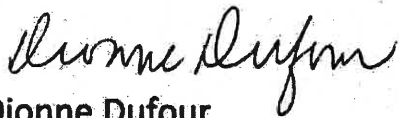
Joe White

Jutta White

To whom it may concern,

I had the pleasure of meeting Jennie and Gerry Mallory in December 2022 when they stopped by to drop off a Christmas present and introduce themselves. I was very excited to find out that they were in the process of purchasing the property across from me on Bay St. and planned to turn it into a Victorian Era Bed and Breakfast. Since that time I have had the opportunity to get to know them better and hear more about their plans as they unfold. I am very impressed with how considerate they are of the neighbors and neighborhood. Not only have they introduced themselves to the immediate neighbors and taken time to build relationships, but their desire to stay true to the original era that the house was built in, is inspiring. Their future plans for their property are very encouraging and exciting. They have shared some of their ideas that would provide activities that the local community could also take part in. I feel that they are a great addition to our neighborhood and they are eager to support local businesses, as well as promote some of the treasures Hattiesburg has to offer, while still staying true to the nature of the Hattiesburg Historical Neighborhood. I have no doubt that the Mallory's Bed and Breakfast will become a treasure to the neighborhood and Hattiesburg itself for years to come.

Sincerely,


Dionne Dufour

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
May 3rd, 2023**

Board Members Roll Call:

Members Present:

1. Mark Miller (Chair)
2. Amy Hinton (Vice Chair)
3. Rebekah Ray
4. Rhoda Pickett
5. Dick Conville
6. Carlos Wilson
7. Jeff Keyseear (Online)
8. Charles Dawe (Online)

Members Absent

1. Michael Dickerson
2. Elayne Lockett
3. Luke McNair

Staff Present:

1. Nathan Satcher, Planner II
2. Wiley Quinn, Director of Urban Development
3. Jim Gladden, Esq.
4. Kevin Bates, Building Official
5. Cory Long, AICP, Planning Manager
6. Andrea Garcia, Planner I

Mark Miller, Chair, declared the Hattiesburg Planning Commission meeting open and in session at 1:00 p.m.

AGENDA REVIEW

There came the matter of the April 2023 Agenda. Commissioner Ray made a motion to accept the agenda, seconded by Commissioner Wilson. All members present were in favor.

Motion:

Made by Rebekah Ray

Second:

Made by Carlos Wilson

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

MINUTES REVIEW

The minutes were reviewed. Rebekah Ray noted a spelling error in one of the commissioner's names and included the correction as part of the motion. The motion was seconded by Commissioner Hinton. All members present were in favor.

Motion:

Made by Rebekah Ray

Second:

Made by Amy Hinton.

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

BUSINESS MEETING

1. Building Report
2. Planning Report
3. Chair's Report

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for April 2023. He shared there was an increase in residential building permits compared to the previous month, half of

those were roofing permits. Commercial building permits increased as well. Overall, single-family residential building permits increased by 200 compared to last year.

PLANNING REPORT

There came the matter of the Planning Report by Nathan Satcher, Planner. He shared that the request to rezone a property on Mamie St was tabled by City Council. Commissioner Conville asked if the decision on 1601 Hardy St was appealed. Mr. Satcher replied that this was approved under certain conditions. Planning Manager Long mentioned that there was an upcoming commissioner training on May 19th. He also shared that subdivision regulations will be addressed.

CHAIR'S REPORT

There came the matter of the Chair's Report. Chair Miller thanked the commissioners for their continued work.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

Item A:

A petition has been filed by Earl Clayburn, owner, as required in the Land Development Code, Ord. No. 3209, to close and vacate an undeveloped alley, which is located north of Lurlyne Street and East of Edwards Street between 1924 Edwards Street and 9 Lurlyne Street (Forrest County, Ward 5).

Comments:

The planning staff introduced the request. Commissioner Hinton asked if there were some plans for development once the alley is closed, however, no plans were made at the moment. Chair Miller asked about the surrounding parcels. Mr. Satcher replied that the owner contacted the surrounding property owners for their approval on this process. No more comments were made to the staff. Chair Miller opened the public hearing. The owner Earl Clayburn came to speak on behalf of the proposal. No opponents were present and the public hearing was closed for this case.

Presented by:

Earl Clayburn

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Conville

Second:

Made by Vice Chair Hinton

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

Item B:

A petition has been filed by Gerry & Jennifer Mallory representative for Jimmie Jones, owner, as required in the Land Development Code, Ord. No. 3209, to request a conditional use for “Lodging – bed and breakfast inn” in an R-1A Zone (Residential District) for a property located at 416 Bay Street, (Parcel No. 2-029P-10-286.00; PPIN 19204, Forrest County, Ward 4).

Comments:

Staff noted the applicant was unable to attend the hearing and had requested the item be presented at the June Planning Commission Hearing. Commissioner Conville made a motion to table the request to the next Planning Commission Hearing.

Motion:

Made by Commissioner Conville

Second:

Made by Vice Chair Hinton

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		

Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

Item C:

A petition has been filed by Hunter Andrews representative for Graham Development, LLC, owner, as required in the Land Development Code, Ord. No. 3209, to request a Major Subdivision in a B-5 Zone (Regional Business District) for a property located at Lamar Boulevard and Highway 98, (Parcel No. 052Q-10-044.000, 052Q-10-044.002, 055B-15-001.000; PPIN 24497, 37027, 12113 Lamar County, Ward 3).

Comments:

The planning staff introduced the case. The objective of the request was to request preliminary plat approval for a major subdivision, as well as the construction of a road located near U.S Hwy 98 and Lamar Boulevard. Comments were made by the planning staff. A question was raised by Chair Miller about whether the road was built under the correct standards, Planning Manager Long stated that this road had the minimum requirements according to the Land Development Code. Commissioner Conville inquired about the street trees, and Mr. Long answered that the list of native species was being considered for this purpose. Commissioner Pickett asked if the new road had a center turn lane, Mr. Long stated that there were located in U.S Hwy 98 (right in and right out).

Then Chair Miller opened the public hearing portion of the meeting. Representative Billy Andrews (Attorney) came to speak on behalf of the project. He stated that the process began in June 2021, with an initial proposal for a minor subdivision; however, the idea changed over time and it is now being considered as a major subdivision. According to him, this project had been administratively approved by the City's Engineering Department. Commissioner Ray asked if any feedback had been received and representative Andrews replied that no feedback or complaints had been received. Commissioner Conville questioned the Conceptual Master Plan shown on the presentation, and expressed his concerns about the areas destined for stormwater retention. Mr. Andrews explained that such plan was just a concept and each owner will be responsible for their own stormwater retention areas.

Commissioner Hinton asked about the location of the Starbucks building. She expressed her concerns about the current situation with this business in Midtown, and asked if the part of Hwy 98 will face the same traffic issues. Mr. Satcher stated that this Starbucks location will not create the same problem seen in midtown area. Then, Hunter Andrews (Engineer) joined to the public hearing. Commissioner Conville expressed his concerns regarding the conceptual plan, which displays 10 turn lanes for entering the different businesses, and considered that even though the plan was conceptual, this situation will become real overtime. Mr. Andrews stated

that the only turn lanes approved were located on Lamar Blvd and U.S Hwy 98. In order to prevent traffic issues in this area, Commissioner Conville explained that the whole picture must be considered. Mr. Satcher responded that these intersections will need to meet the design standards and requirements in the LDC that will help mitigate these issues.

Then Chair Miller closed the public hearing. Commissioner Keysear asked the staff if there were any traffic studies in the Lamar Blvd intersection. Mr. Satcher replied that no studies were available but perhaps MDOT had information regarding the traffic flow in that intersection. Vice Chair Hinton suggested a traffic study for this location. Mr. Andrews questioned the reliability of the study (if performed) since it is still unknown what types of business will be present in this area and the changes in traffic flow that these may create. Commissioner Pickett asked if the interior of the road could be widened to address possible traffic problems on the turn lanes. Mr. Andrew replied that this road is not supposed to allow high speed and is designed according to the LDC standards. According to Mr. Long, the Planning Commission might have been able to influence the design of this subdivision if the meeting had been held before construction began. However, every single development to be made in this major subdivision will have to be approved by the Planning Commission.

Commissioner Keysear made the motion to approve with the recommendation that a traffic study will be performed for the Lamar Blvd intersection. Mr. Satcher stated that additional traffic studies should be completed before the final plat is approved. Commissioner Conville seconded this motion but suggested additional traffic studies in the future as new businesses establish in the area.

Presented by:

Mr. Billy Andrews (Attorney) and Hunter Andrews (Engineer)

Proponents:

1. Hunter Andrews (Engineer)

Opponents:

1. None

Motion:

Made by Commissioner Keysear

Second:

Made by Commissioner Conville

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keysear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		

Rhoda Pickett		X	
Carlos Wilson	X		

Item D:

A petition has been filed by Constance Burnside representative for Bengie Leatherwood, owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification from an A-1 Zone (Agricultural District) to an A-2 (Agricultural Residential District) for a property located at 496 N. Hattiesburg Avenue, (Parcel No. 2-042D-26-104.00; PPIN 6760, Forrest County, Ward 5).

Comments:

The planning staff introduced the case. Comments were made by the planning staff Commissioner Hinton asked under what circumstances an A-1 parcel could be surrounded by several residential zones. In Mr. Satcher's opinion, the current location may have been considered low-density and designated as an agricultural zone by the City when they established zones for this area. Vice Chair Hinton asked if this situation could be resolved with a variance instead of rezoning. Mr. Long said that this is not allowed through conditional use and variance would change the density of this zone with no real hardship. Rezoning was the least invasive approach. Chair Miller mentioned that if this could be managed through a variance, everyone else would like to do this as well. Then Chair Miller opened the public hearing; the applicant Constance Burnside came to speak in behalf of this proposal.

Vice Chair Hinton asked the applicant if she would have access to all the utilities once she gets the necessary permits. Chair Miller closed the public hearing portion. Commissioner Dowe expressed his concern about facilitating mobile homes. Commissioner Hinton mentioned that this situation should not be looked as facilitating mobile homes. Everything around this location is residential (high density) and the transition from A-1 to A-2 is not a problem since the character of the neighborhood is changing. Additionally, mobile homes are only allowed in agricultural zones. Vice Chair Hinton made the motion to approve based on changes of the surrounding area of the neighborhood. Dr Miller seconded this motion as well as Commissioner Wilson.

Presented by:

Constance Burnside, Applicant

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Vice Chair Hinton

Second:

Made by Mark Miller (Chair) and Commissioner Wilson

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

BUSINESS MEETING

No items were presented in the business meeting.

Adjournment:

The meeting was adjourned at 3:15 p.m.

Motion:

Made by Vice Chair Hinton

Second:

Made by Commissioner Conville

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

Mark Miller, Chair

Cory Long, AICP, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Cory Long, Planning Administrator, Nathan Satcher, Planner II

cc: Ann Jones, Chief Administrative Officer

Date: Tuesday, June 20, 2023

Re: Approve a variance from the front yard fence height requirement of 4 feet above grade to allow for 6 feet above grade for a fence located at 618/620 Campbell Loop, petitioned by Jennifer West and Floyd Hubbell. The Board of Adjustment recommended to approve on June 7th, 2023.
File Number: 2023-404
Minute Book #

Summary

Recommendation Statement

Please place this on the June 20, 2023 City Council meeting for consideration.

June 2023 - BOA Item: A
 Jennifer West, Representative, Floyd Hubbell, Owner
 Request for: **Fence Height Variance**



**Planning Commission
Case Fact Sheet**

Name of Petitioner: Jennifer West, Representative and Floyd Hubbell, Owner

Address of Property:	Tax Parcel	PPIN:	Ward:
618 & 620 Campbell Loop	2-025P-36-007.00	27613	1
	2-025P-36-007.01	42065	1
	2-025P-36-007.03	45319	1

Request: Fence Height Variance

Purpose of Request: To consider a variance from 7.9.8.6 which states, "The maximum height of fences and walls shall be four feet above grade when located in a front yard" and instead allow for an six (6) foot fence in the front yard for a variance of two (2) feet for a proposed fence located at 618 & 620 Campbell Loop (Parcel No. 2-025P-36-007.00, 2-025P-36-007.01, 2-025P-36-007.03; PPIN 27613, 42065, 45319. Forrest County, Ward 3).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 7 STANDARDS OF DESIGN

Table 7.1 Design Standards														
STANDARD		DISTRICT												
■ = Required x = Not required		A-1	A-2	R-1A	R-1B	R-1C	R-2	R-3	B-1	B-2	B-3	B-4	B-5	PMU
7.9.8.6	The maximum height of fences and walls shall be four feet above grade when located in a front yard. Otherwise the maximum height of a fence is eight feet.	■	■	■	■	■	■	■	■	■	■	■	■	■

7.9.8.6 The maximum height of fences and walls shall be four feet

June 2023 - BOA Item: A
Jennifer West, Representative, Floyd Hubbell, Owner
Request for: **Fence Height Variance**

above grade when located in a front yard. Otherwise, the maximum height of a fence is eight feet.

Present Zoning: B-3 Community Business District and B-5 Regional Business District

Present Use: Storage units

Future Land Use: Neighborhood Center Mixed-Use District

Surrounding Zoning: North: B-5 Regional Business District and R-3 Multi-Family Residential District
South: R-3 Multi-Family Residential District
East: R-3 Multi-Family Residential District
West: R-1C Single-Family Residential District and R-1A Residential District

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case as of May 23, 2023

History / Background: The property representative met with staff in Pre-Application to discuss site changes which included modifications to the entrance/exit gates and propose to add a 6ft tall fence as part of the overall site changes under new ownership. The additional changes to the site have been approved in site plan review, minus the fencing. The applicant is proposing to enclose the space with a chain link fence with green or black vinyl coating and the entrance will have a gated entry. The applicant is proposing the 6ft fence height to secure the property, where they do not feel the maximum allowed is adequate for their operations. Fencing is limited to 4 feet in height in a front setback so that streetscape frontages are not occupied by fencing and instead have engaging commercial facades accessible from a street frontage.

Basis for Approval (12.4.1.1):

I. Hardship.

- The hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant.
- There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.

II. Special Privilege. A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.

III. Literal Interpretation. The literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would

June 2023 - BOA Item: A
Jennifer West, Representative, Floyd Hubbell, Owner
Request for: **Fence Height Variance**

cause unnecessary and undue hardship on the applicant.

IV. Reasonable Use. The applicant cannot make reasonable use of the property without the requested variance.

V. Minimum Required. The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

VI. Conformance with the Purposes of this Code. The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

SUBJECT PARCEL:

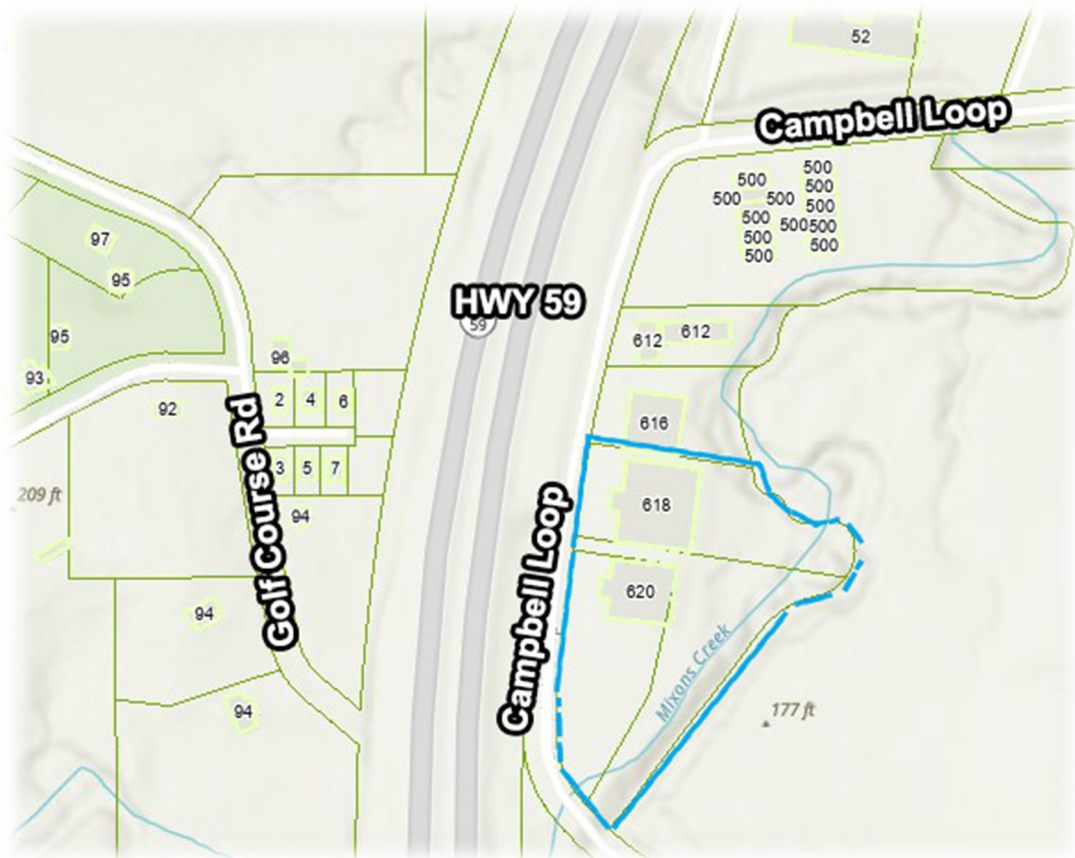
618 & 620 Campbell Loop

Jennifer West, Representative, Floyd Hubbell, Owner

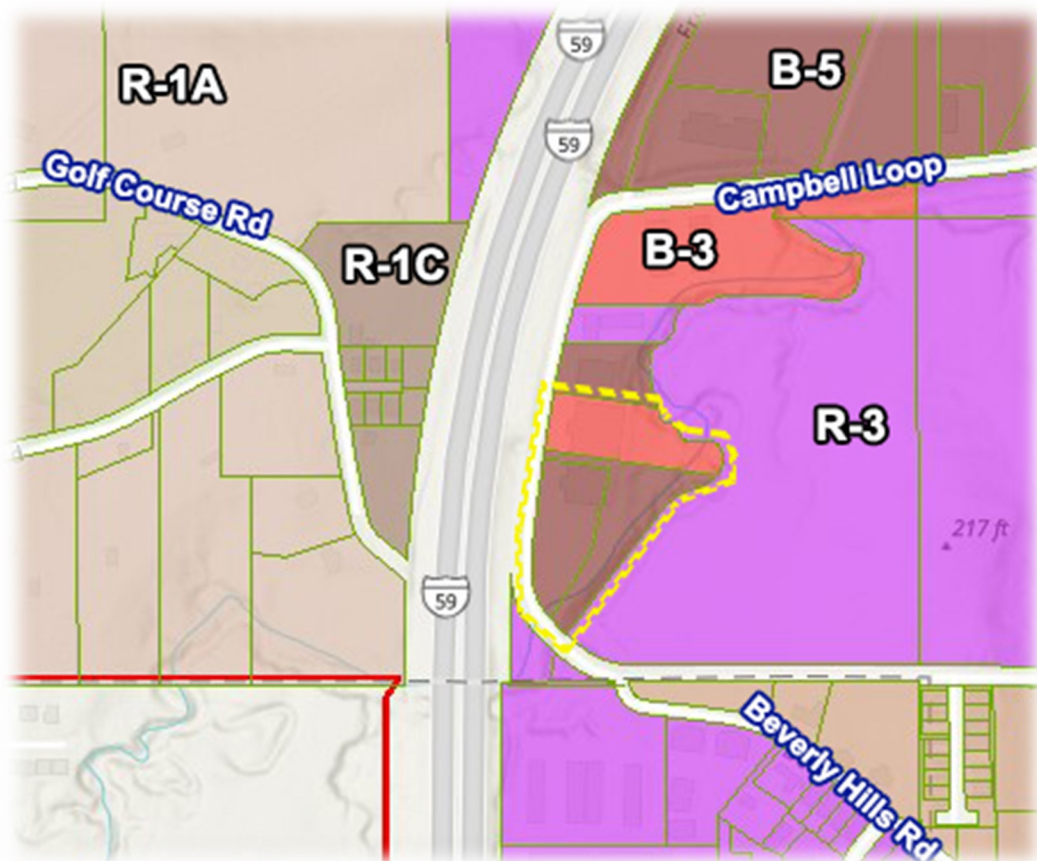
The petitioners request a variance from Section 7.9.8.6 which states, “The maximum height of fences and walls shall be four feet above grade when located in a front yard” and instead allow for an six (6) foot fence in the front yard for a variance of two (2) feet for a proposed fence located at 618 & 620 Campbell Loop (PPIN 27613, 42065, and 45319, Forrest County, Ward 1).



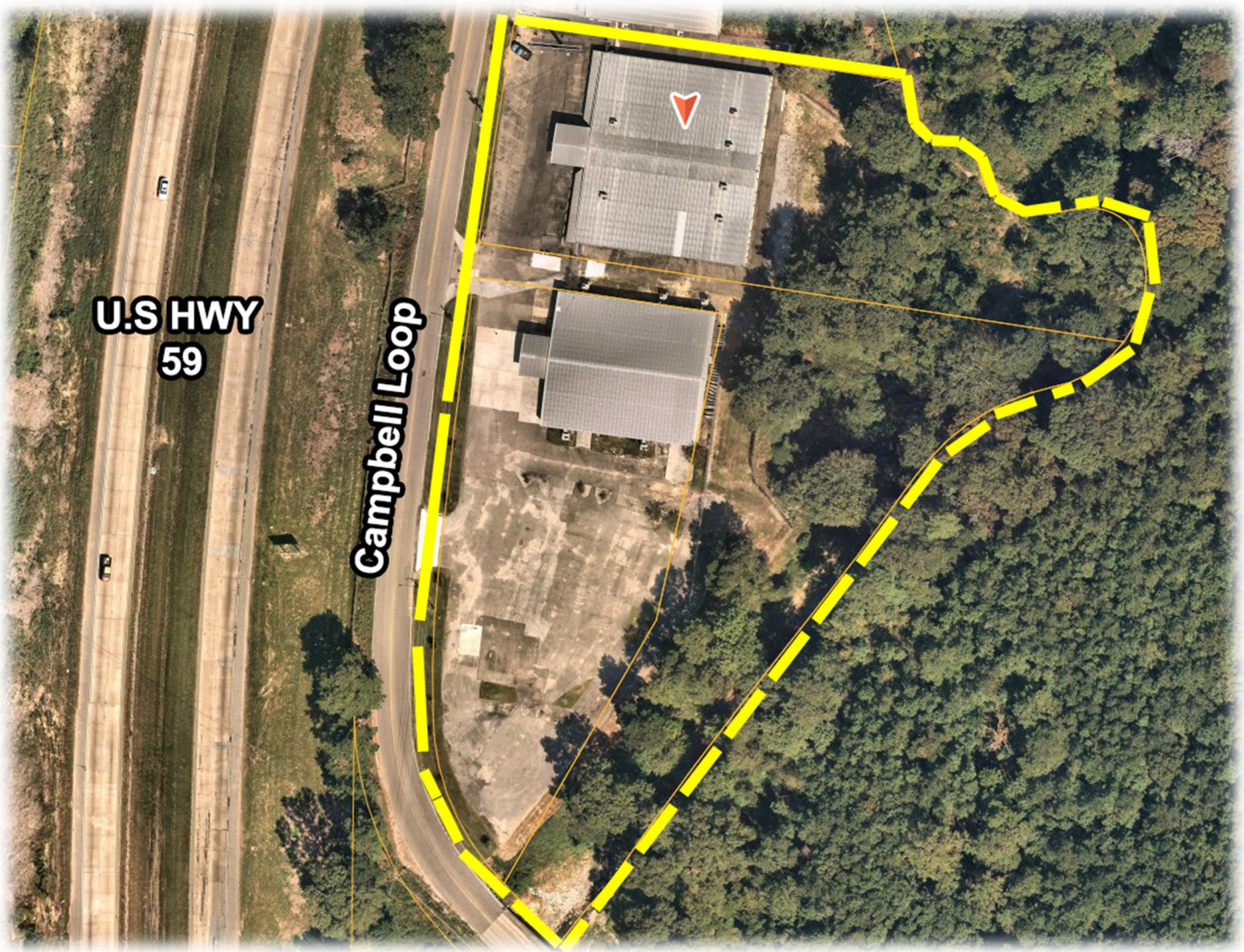
Vicinity Map—Ward 1



Zoning—B-3 and B-5



Site Aerial



Surrounding Area

Northern Direction: B-5 Regional Business District,
R-3 Multi-Family Residential District



Southern Direction: R-3 Multi-Family Residential District



Eastern and Western Direction: R-1C Single-Family Residential District and R-3 Multi-Family Residential District



Preliminary Site Plan



LATCH-iT

SELF STORAGE

Board of Adjustment

Variance Hearing

June 7, 2023



LATCH-iT
SELF STORAGE

Mission and History

- ▶ Our venture into the storage industry began in 2005 located in Oxford, MS under the “Your Extra Closet” brand founded by Floyd Hubbell. Floyd spent over 2 decades in the tech industry before getting into the storage business. We strive to provide the cleanest and safest storage facilities possible. We typically acquire underperforming self-storage facilities, located in the Southeast. These properties have been left untouched since the 80’s and 90’s. Most of our acquisitions are considered an “eye sore” to the local community. We come in with multi-million dollar renovations bringing them to our extremely high standards. Our facilities are designed around groundbreaking technology, security and safety, enabling our tenants to access their units at night with the utmost security in mind. All facilities have LED floodlights every 30 feet, 24/7 video security systems, in unit alarms and security gates and fencing where possible. It has been easier to explain our safety and security standards to people as “we want our facility to be so safe you would send your teenager to it, by themselves, late at night, without hesitation.” We also require our facilities to be maintained to the highest standards, every facility should not only appear to be meticulously clean but smell clean as well.
- ▶ SCH Properties (DBA Your Extra Closet) developed, owned and operated (17) Self Storage facilities in college towns in the Southeast which were located in Oxford, MS; Starkville, MS; Jonesboro, AR; Brookland, AR; Valley View, AR; and Paragould, AR. SCH Properties built up Your Extra Closet to a brand name highly sought after by REITs in the market and eventually sold in December of 2019.
- ▶ SCH re-entered the storage industry in May 2022 with purchasing AA Mini Storage in Opelika, AL followed by purchasing the 2 locations of Hattiesburg Self Storage in July 2022. We rebranded each to our “Latch-iT Self Storage” brand in early 2023. Multi-million dollar renovations have begun at all properties. Opelika renovations of 60,000 square foot (13 buildings) is now complete and construction of 2 new 50,000 square foot climate control facilities has broken ground.



LATCH-iT
SELF STORAGE

Previous Project
Allison Cove, Oxford, MS





LATCH-iT
SELF STORAGE

Previous Project
Mall Drive, Oxford, MS





LATCH-IT
SELF STORAGE

Previous Project
Lynn Lane,, Starkville, MS





LATCH-IT
SELF STORAGE

Previous Project
North Jackson, Starkville, MS





LATCH-iT
SELF STORAGE

Previous Project
Campus, Starkville, MS





LATCH-IT
SELF STORAGE

Previous Projects
McLarty Drive, Oxford, MS





LATCH-iT
SELF STORAGE

Previous Project

Mead Drive, Jonesboro, AR





LATCH-IT
SELF STORAGE

Previous Project
MLK Drive, Starkville, MS





LATCH-IT
SELF STORAGE

Previous Project

N14th Street, Paragould, AR





LATCH-IT
SELF STORAGE

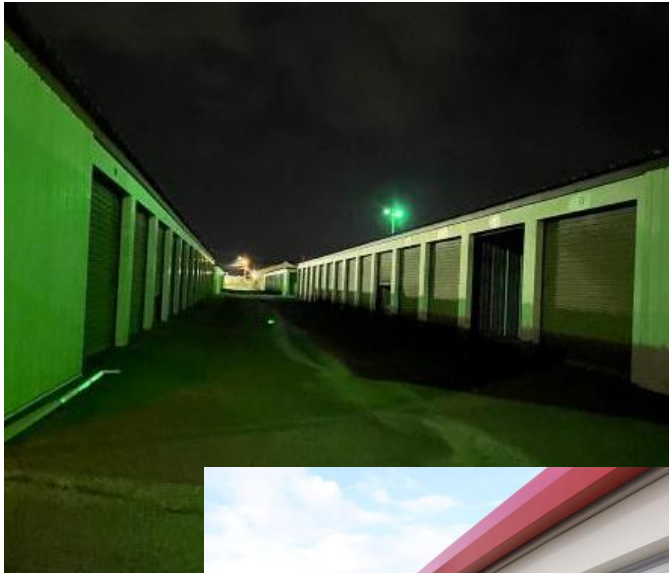
Previous Project
Linwood, Paragould, AR





Current Project

Steel Street, Opelika, AL





LATCH-iT
SELF STORAGE

Current Project

West Hills, Hattiesburg, MS

- ▶ On the west side of I-59, Latch-iT has also transformed the existing drive-up storage facility at 161 West Hill Drive, just north of West 4th Street next to The Chelsea Apartments. Latch-iT recently completed replacing old padlock-style doors with new white Janus International roll-up doors equipped with Nokē locks, new roof, upgraded to a digital security system, new sign and LED lighting every 30 feet. Next up is the addition of a new temperature climate-controlled building coming later this year, extensions of current drive up buildings, new concrete driveways, along with aesthetic upgrades, to complete the five-acre gated property.





LATCH-iT
SELF STORAGE

Current Project

Campbell Loop, Hattiesburg, MS

- ▶ At the 618 Campbell Loop facility, where frontage faces Interstate 59, Latch-iT is in the early stages of remodeling the existing 20,000-square-foot temperature-controlled self-storage building.
- ▶ Next door, at 620 Campbell Loop, Latch-iT has completed the transformation of a 12,600-square-foot open warehouse into a state-of-the-art temperature-controlled self-storage facility. Both facilities will have glass-front entries with digital access control; new Janus roll up doors with Nokē Storage Smart entry system; new motion-activated LED lighting every 30 feet on the exterior; new HVAC systems; repairing and resurfacing the parking lot; and a 24/7 video security system. Security fencing and gates will be installed around the perimeter to safeguard access to the Campbell Loop property.



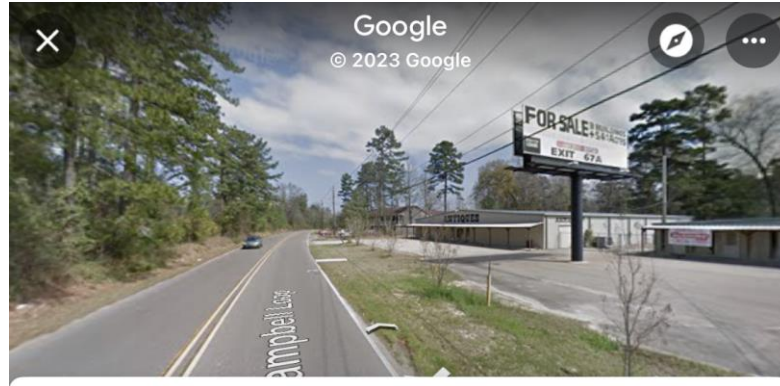


LATCH-iT
SELF STORAGE

Campbell Loop



618 Campbell Loop



618 Campbell Loop



618 Campbell Loop





LATCH-iT
SELF STORAGE

Campbell Loop

- ▶ The finished project will have 618 to match the building design and exterior to 620 next door. We have cut trees on south end of the property the city gave approval for as well as planted replacements per city approval. We have approval to repair and replace the parking lot asphalt, install a new sign and addition of a new exit only. Our complete vision includes building 3 new buildings in the parking lot area to the south of 620.
- ▶ When renovations are complete, the visual transformation will be extreme. We have received numerous complements thus far on how much better the property looks for travelers along I-59 corridor at one of the busiest and highly visible gateways to the City of Hattiesburg. Visitors and travelers passing through avoid getting off at exits that appear unkempt. Our transformation will help tourism, increasing the likelihood of restaurant stops and so forth.
- ▶ The previous owner of Hattiesburg Self Storage set the ground work for the aesthetic improvements with increasing the visibility of the property from the interstate by working with MDOT in 2015 to get a permit and clear 1000 feet of frontage area. Latch-iT will continue to keep the area between the interstate and our property well groomed and maintained to keep visibility from the interstate at it's best. These improvements should continue to bring revitalization to this area of the city and subsequently increase property values.



LATCH-IT
SELF STORAGE

Variance Reasons

- ▶ It would be very difficult to operate our current business model of offering clean, safe and secure facilities for our tenants to store their items with only a 4 foot fence. A 4 foot fence will not provide the level of security our tenants expect, nor will it deter theft. We have experienced several thefts over the past few months- during business hours with people around. Intruders can easily climb over a 4 foot fence. Currently there isn't a fence but even with barricades and rope, foot traffic at all hours of the day and night have not been deterred.
- ▶ There are numerous commercial properties around the city with 5 and 6 foot fence heights. Some of the fences have been built since the 2017 codes came into compliance. The assumption is that these businesses were also issued a variance. Businesses with 5 and 6 foot fences to secure their property include Albritton Small Engine, Doleac Electric, Self Storage on HWY 42 bypass, and others.
- ▶ The City of Hattiesburg also has properties with taller fences to secure the city's assets, such as the Police Dept, Hub City Transit, Sewer Lift Stations, City park at Duncan Lake, and the Public Works facility.



LATCH-iT
SELF STORAGE

Variance Reasons





LATCH-IT
SELF STORAGE

Variance Reasons



WDAM 7

Home News Watch Live Video Weather Farm to Table Top of Class Sports TV Meet the Team

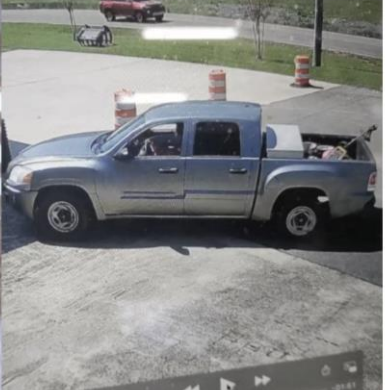
2 men suspected of grand larceny, theft in Hattiesburg from March



If anyone has information about the suspects' identities or whereabouts, contact HPD at 601-545-4971 or Metro Crime Stoppers at 601-582-STOP (7867). (Hattiesburg Police Department)
By Renaldo Hopkins
Published: Jun. 2, 2023 at 12:29 PM CDT

HATTIESBURG, Miss. (WDAM) - Police in Hattiesburg need help identifying suspects in a theft investigation from this past March.

According to the Hattiesburg Police Department, two men are being suspected of grand larceny and the theft of other items that happened in the 600 block of Campbell Loop on Tuesday, March 14.





LATCH-iT
SELF STORAGE

Variance Reasons





LATCH-IT
SELF STORAGE

Variance Reasons





LATCH-iT
SELF STORAGE

Variance Reasons





LATCH-iT

SELF STORAGE

This is the original idea submitted to site plan review, previous slide shows approved site plan. This plan includes the fence at 4 feet high and placement. Permit issued and awaiting variance results and city counsel approval before amendment to the permit for the height variance.

Variance Reasons

Exit Only 25'
Sliding Gate

30' off road

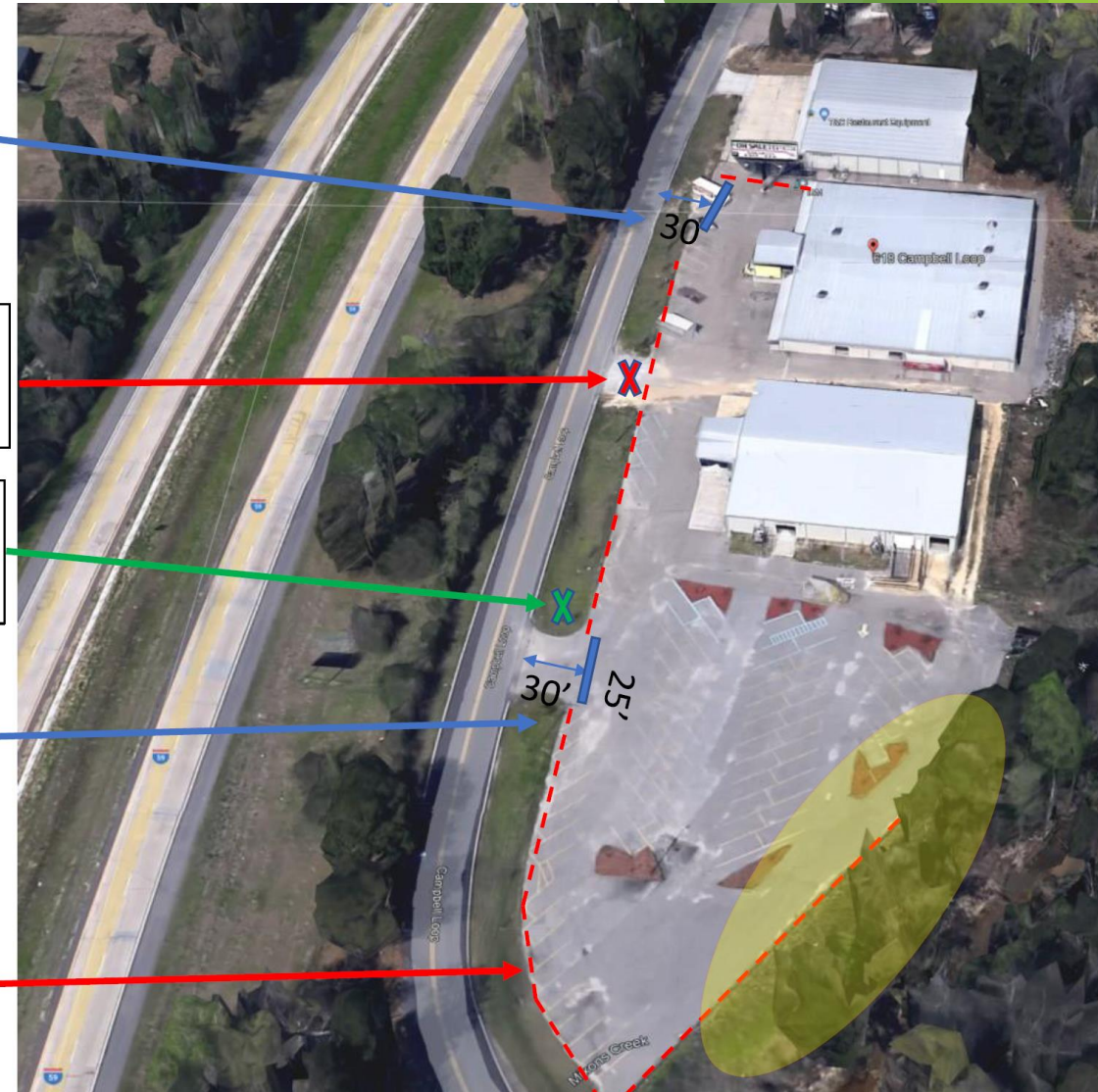
Permanently
close
this entrance

Sign
Monument or
Pole

Entrance
Only 25'
Sliding Gate

30' off road

6' Black Vinyl
Fence



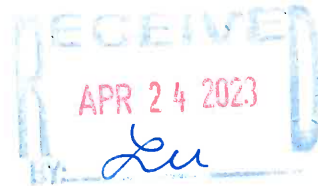


LATCH-IT
SELF STORAGE

LATCH-IT

- ▶ Again, thank you for your time and consideration in hearing our request for a height variance on our approved fence from 4 feet to 6 feet. We are proud to be joining the vibrant business community in Hattiesburg and look forward to working with the city and many of its organizations.
- ▶ Property Improvements= higher property taxes= more fruitful city budget.
- ▶ Property Aesthetic Improvements visible to the interstate = more tourists spending money= more fruitful city budget.
- ▶ Closing, Thank you and if anyone has any questions, I would be happy to answer.

PUBLIC HEARING APPLICATION
P O BOX 1898 (200 Forrest Street/39401)
HATTIESBURG, MS 39403-1898
Department of Urban Development
545-4599 or FAX (601) 545-1962

**PUBLIC HEARING TYPE REQUESTED:****Application for (check all appropriate types):**

- ☒ Variance (details below) ☐ Conditional Use (details below) ☐ Re-Zoning (details below)
☐ Subdividing of Lot, Parcel or Tract ☐ Overlay District
☐ Street or Alley Renaming ☐ Vacating Street or Alley
☐ Planned Mixed-Use District ☐ Planned Residential Development

FOR VARIANCE ONLY:

Check all appropriate variance types:

- ☐ Sign ☐ Setback (front, side or rear _____) ☐ Off-site Parking
☐ Lot Width ☐ Lot Coverage Area ☐ Buffer ☐ Open Space
☒ Other | Change of fence maximum height from 4 feet to 6 feet

Land Development Code Section No. _____

Section No. _____

Section No. _____

Staff
Information –
do not complete

FOR CONDITIONAL USE PERMIT ONLY:

Check Applicable Type:

- ☐ Automotive filling station ☐ Group facility or home ☐ Care Center (type _____)
☐ Digital Billboard, New ☐ Digital Billboard, Replacement ☐ Solar Farm
☐ Restaurant ☐ Telecommunications ☐ Other | _____

Land Development Code Section No. _____

Staff Information

FOR RE-ZONING ONLY:

Existing Zoning: _____

Proposed Zoning: _____

Public Hearing Contact Information Form

City of Hattiesburg - Planning Division

Note: A Pre-Application submittal must contain a completed application form and a concept plan drawn to scale.

Pre-Application Date: [Click here to enter a date.](#) **3/23/2023** **Planner:** [Click here to enter a name.](#)

Today's Date: [Click here to enter a date.](#) **4/10/2023**

Project Name: Latch-iT Self Storage Property Upgrades

Proposed Use(s): Security fence for storage facility property

Project Street Address: 618 & 620 Campbell Loop

PPIN Number(s) (If unknown, can be found on tax receipt): [see list at the bottom of the page](#)

Parcel Number(s): [Click here to enter a parcel number.](#)

Flood Zone(s): [Click here to enter a flood zone.](#) **Historic District(s):** [Click here to enter a historic district.](#)

Zoning District(s): B5 **Proposed Cost of the Project:** \$ 185,000

Project Representative Information

Name: Jennifer West

☐ Applicant ☐ Property Owner ☒ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer

☐ Other (Specify):

Phone: 662-832-0586

Fax:

Email: Jennifer@SCHProperty.org

Mailing Address: 106 Allison Cove, Oxford, MS 38655

Name:

☐ Applicant ☒ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer

☐ Other (Specify): Floyd Hubbell

Phone: 662-832-0586

Fax:

Email: Fhubbell@gmail.com

Mailing Address:

106 Allison Cove, Oxford, MS 38655

Name:

☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer

☐ Other (Specify):

Phone:

Fax:

Email:

Mailing Address:

OWNER AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **OWNER(S)** OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **OWNER(s)** of the subject property located at

618 & 620 Campbell Loop Hattiesburg MS
Street Address *City* *State*

on this the 11 day of APRIL, 2023

In the matter of this request, the property owner further authorizes the following named person(s) to represent them at the public hearing on this petition.

Jennifer West

on this the 11 day of APRIL, 2023

618 Campbell Loop, LLC
Floyd Hubbell, Founder and CEO

Property Owner (print)

Property Owner (signature)

STATE OF Mississippi

COUNTY OF LAFAYETTE

Personally came and appeared before me, the within named
Floyd Hubbell

who signed and delivered the above and foregoing instrument as and for their free act and deed on the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 11 day of APRIL,
2023

NOTARY PUBLIC

My Commission Expires: 4/14/2026



APPLICANT AFFIDAVIT PAGE

THIS PAGE MUST BE SIGNED IN FRONT OF A NOTARY, BY THE **APPLICANT** OF THIS PETITION,
ONLY IF DIFFERENT FROM THE OWNER(S) OF THE SUBJECT PROPERTY

WITNESS THE SIGNATURES of the **APPLICANT(s)** of the subject property located at

618 & 620 Campbell Loop Hattiesburg MS
Street Address City State

on this the 11 day of APRIL, 2023

Jennifer West

Applicant (print)

Jennifer West
Applicant (signature)

STATE OF Mississippi

COUNTY OF LAFAYETTE

Personally came and appeared before me, the within named
Jennifer West

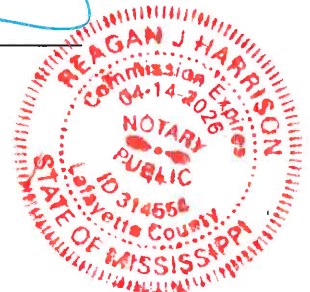
who signed and delivered the above and foregoing instrument as and for their free act and deed on the day
and year therein mentioned, and who acknowledge to me that they are the owner(s) of the subject property
as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 11 day of APRIL,
2023

[Signature]
NOTARY PUBLIC

My Commission Expires:

04/14/26



PLANNING COMMISSION & BOARD OF ADJUSTMENT - PETITIONER REQUIRED SUBMITTAL INFORMATION

Deadline for applicant to file petition: April 24 5:00 p.m. (End of business day)

Hattiesburg Planning Commission & Board of Adjustment Meeting Date: May 3rd Time: 1:00 p.m.
(Always the first Wednesday of each month - you or your representative MUST attend) 5:30pm

There is a 10 day appeal period, required by State Law, between the Planning Commission Meeting and/or Board of Adjustment Meeting and the City Council Meeting – appeals must be filed within this 10-day period.

City Council Agenda Review Meeting Date- (you or your representative should attend): _____ Time: 4:00 p.m.

City Council Meeting (Vote) Date - (you or your representative may attend): _____ Time: 5:00 p.m.

There is an additional 10 day appeal period, required by State Law, after City Council Meeting, for all Variances and Conditional Use Permit which ends _____ and a 30 day appeal period for Zoning or Street closing/ re-naming, PMUs, PRDs, PUDs which ends _____. So, if approved by City no final site plan review approvals or building permits could be issued prior to these dates.

If an appeal is filed or the petition is tabled for any reason at any stage, the above listed dates would need to be revised.

The following paperwork MUST be attached to this application:

X Site Diagram (11"x 17" preferred size): Drawing to scale prepared by professional engineer/surveyor showing lot dimensions, existing/proposed buildings, signs, parking areas, etc. (Different standard may be accepted only per approval from Staff)

X Site & Design Review Committee, if needed.

X Copy of entire Warranty Deed (filed and recorded at courthouse) with legal description granting title to current owner. (If the Warranty Deed covers a larger piece of property than the current project, a legal description for this project site only may also be required.)

— Electronic/Digital copy of legal description REQUIRED for all public notices, saved as Word or text document OR emailed to glowrey@hattiesburgms.com or planning@hattiesburgms.com.

X An affidavit (page 3 & 4) attesting that the applicant or representing party (if other than owner) is acting on behalf of the owner(s) of record. The affidavit must be sworn to before a notary public or other appropriate official. (Included in owners signature page, or may be separate document)

X A letter of approval/denial from all adjoining property owners must be obtained and submitted with application (Variance application only).

— Other documents needed (per Planning Division).

— Maps of Digital Billboard Removal Sites

— Maps of Digital Billboard Replacement sites

— Documentation on measurements

— Other _____

X Payment to the City of Hattiesburg for filing application in the amount of \$ 175.

***You may be responsible for posting a sign (prepared by Planning Division staff)
a minimum of fifteen (15) days prior to the hearing date.***

You will be responsible for maintaining the sign for the duration of the public hearing process.

Required Fees

All fees adopted by Ordinance Number 2977, adopted January 22, 2008, as amended. This is an excerpt from that ordinance:

Public Hearing Fees:

Variance (includes Concept Site Plan Review) -----	\$ 175.00 per application and one Variance request; plus \$50.00 for each additional variance request within same application
Street/Alley Naming or Re-Naming -----	\$300.00 per application, plus \$100.00 per required street name sign if approved*
*Fees for replacement street signs shall be paid after City Council approval, but prior to effective date.	
Street/Alley Closing -----	\$300.00 per application
[Conditional] Use Permit -----	\$200.00 per application
Zoning Change -----	\$400.00 per application* (*see PUD or PRD & zoning package rate)
Planned Unit Development (PUD) or Planned Residential Development (PRD), & [Planned Mixed-Use District PMU] -----	\$400.00 per application (*see PUD or PRD & zoning \package rate) Or (**see PUD or PRD & Subdivision of Land package)
Planned Unit Development (PUD) or Planned Residential Development (PRD) with Zoning Change package* -----	\$600.00 per package application
Subdivision of Land (Preliminary Plats) -----	\$225.00 per application, plus \$10.00 for each created lot (**see PUD or PRD & Subdivision of Land package rate) Note: Final Plats should be submitted to the governing body for approval within 12 months of approval of preliminary plats.
Planned Unit Development (PUD) or Planned Residential Development (PRD) with Subdivision of Land package ** -----	\$500.00 per application, plus \$10.00 for each created lot (**see PUD or PRD & Subdivision of Land package rate)
Change in Land Development Code Text -----	\$200.00 per application
Appeal Fees for Proponent or Opponent appeals to City Council --- Exempt from fees – Established Neighborhood Associations	\$50.00 per appeal
Cancellation / Re-notification fee on any public hearing process (Planning Commission or City Council) that is tabled or cancelled at the owner/developer's request -----	\$50.00 (per each 100 mailing labels)

**ALL ITEMS, EXCEPT SINGLE-FAMILY RESIDENTIAL SINGLE LOTS, MUST GO THROUGH SITE PLAN REVIEW PROCESS
UPON APPROVAL OF PUBLIC HEARING APPLICATIONS AND THE FOLLOWING ADDITIONAL FEES WILL APPLY:**

Plan Review Fees:

Site Plan Review is required for all development, EXCEPT owner/occupied single-family residential, and those determined by the Building Official to be inapplicable. Note: The public hearing fees include one Concept Review for those actions that require Site Review:

New construction reviews, including billboards/LED signs – (includes initial submittal and 2 re-submittals) -----	\$200.00 for first acre, plus \$30.00 for each additional acre, or fraction thereof, of development
Expansion or renovation construction reviews (includes initial submittal and 2 re-submittals) -----	\$100.00 for first acre, plus \$30.00 for each additional acre, or fraction thereof, of development
Fourth and subsequent new, expansion or renovation Construction reviews --	\$ 50.00 each additional submittal
Expedient Process Lot Subdivision (up to 3 commercial lots) -----	\$150.00
Concept Review (general layout review only) -----	\$ 50.00
New use type(s) in existing building(s) -----	\$ 50.00

Make all checks payable to the City of Hattiesburg

April 18, 2023

Freddie Enslin
Enslin & Son Packing Co.
2501 Glendale Ave.
Hattiesburg, MS 39401

To Whom It May Concern:

I have met with Steve Rosser a representative of Latch It Self Storage located at 618 & 620 Campbell Loop on todays date. He has explained their desire to construct a 6' black vinyl coated fence on their property for safety and security purposes. We as owners of the adjoining property, PPIN # 27614 do not have any objections, concerns, or reservations to the construction of the fence.

Sincerely,

Freddie Enslin (FOR THE ENSLIN FAMILY MEMBERS)

Freddie Enslin

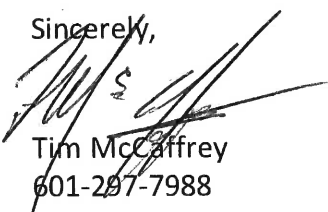
April 20, 2023

Tim McCaffrey & Chris Cavaliere
T & C Restaurant Supply
616 Campbell Loop
Hattiesburg, MS 39401

To Whom It May Concern:

I have met with Jennifer West & Steve Rosser representatives of Latch It Self Storage located at 618 & 620 Campbell Loop on today's date. They have explained their desire to construct a 6' black vinyl coated fence on their property for safety and security purposes. We as owners of the adjoining property, PPIN # 44593 do not have any objections, concerns, or reservations to the construction of the fence.

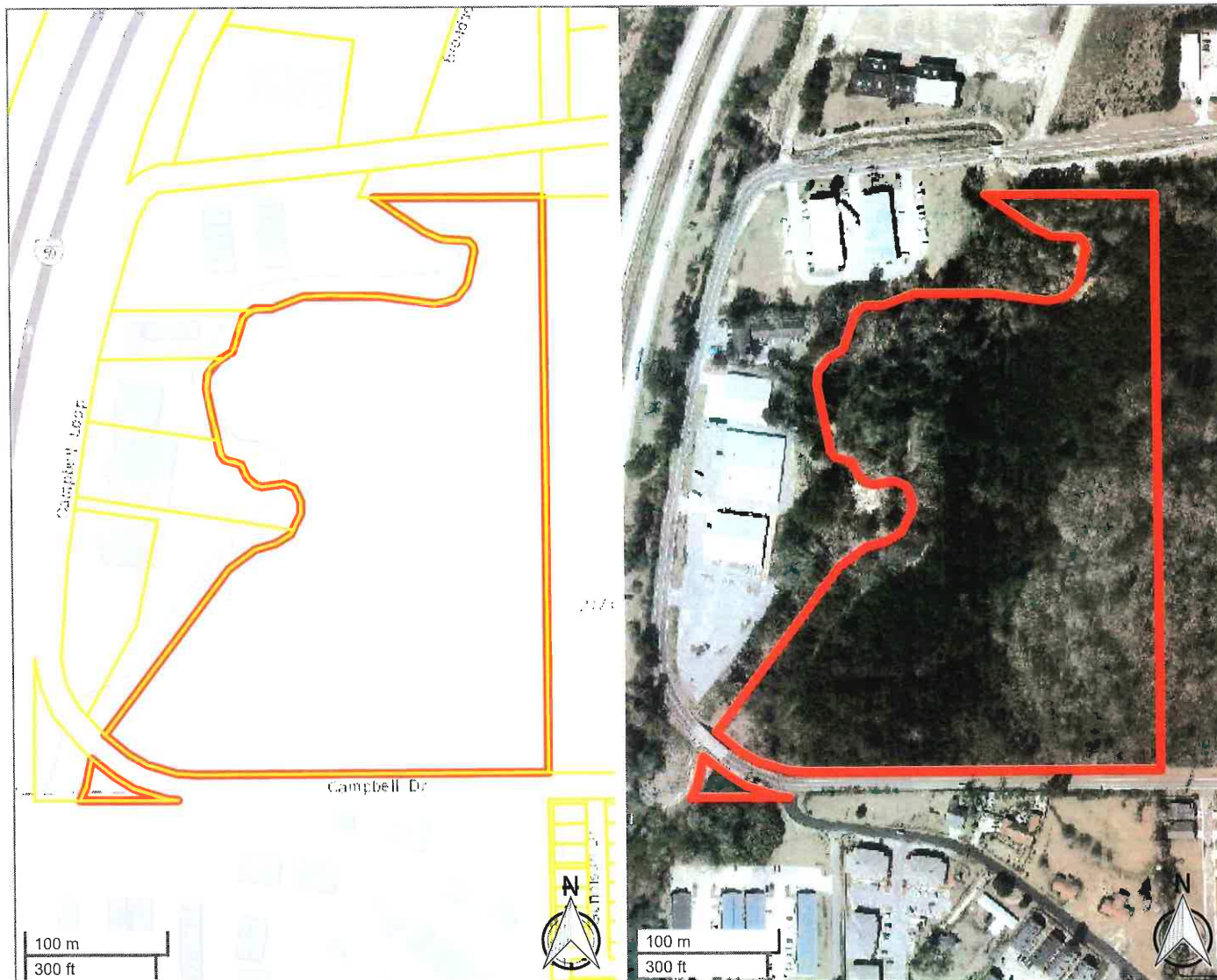
Sincerely,



Tim McCaffrey
601-297-7988



Chris Cavaliere
601-606-5454



Forrest County, MS

Forrest County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Forrest County Land Records GIS and is maintained for the internal use of the County. The County of Forrest and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Forrest County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.



Forrest County Tax Assessor/Collector
601 Main St
Hattiesburg, MS 39401
(601) 582-8228

Date Printed: 4/11/2023

PPIN:	27614
PARCEL_ID:	2-025P-36-008.00
OWNERNAME:	LITTLE CHARLES W & ETAL
ADDRESS1:	89 SCENIC DRIVE
ADDRESS2:	
CITY:	HATTIESBURG
STATE:	MS
ZIP:	394018403
SECTION:	36
TOWNSHIP:	05N
RANGE:	14W
LEGAL1:	SE1/4 E OF CENTER LINE MIXON CRK LESS PT FOR RD IN SW/COR PREV
LEGAL2:	#H1066-00-005
LEGAL3:	
TAX_DIST:	1110
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	34560
CULT_VAL2:	0
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	34560
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	34560
EXEMPT_COD:	0
HOMESTEAD:	
DEED_BOOK:	0912
DEED_PAGE:	043
DEED_DATE:	5/27/2003
SITUS_ADDR:	0 CAMPBELL DRIVE



Forrest County, MS

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Forrest County Tax Assessor/Collector
601 Main St
Hattiesburg, MS 39401
(601) 582-8228

Date Printed: 4/11/2023

PPIN:	44593
PARCEL_ID:	2-025P-36-007.02
OWNERNAME:	T & C RESTAURANT EQUIPMENT & AMUSEM
ADDRESS1:	32 DEER VALLEY
ADDRESS2:	
CITY:	HATTIESBURG
STATE:	MS
ZIP:	39402
SECTION:	36
TOWNSHIP:	05N
RANGE:	14W
LEGAL1:	COM AT THE NE/COR OF SE1/4 OF SE1/4 WEST 984' TO THE INTERSECTION WITH THE EAST ROW LINE OF HWY 59 A
LEGAL2:	D THE WEST ROW OF LINE OF CAMPBELL DRIVE EXTENSION SWLY ALG ROW 365.50' EAST 61.5' TO THE EAST ROW OF
LEGAL3:	
TAX_DIST:	1110
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	1.1
TOTAL_AC:	1.1
CULT_VAL1:	0
CULT_VAL2:	0
UNCUL_VAL1:	0
UNCUL_VAL2:	64900
LAND_VAL:	64900
IMP_VAL1:	0
IMP_VAL2:	130490
TOTALVALUE:	195390
EXEMPT_COD:	0
HOMESTEAD:	
DEED_BOOK:	1234
DEED_PAGE:	170
DEED_DATE:	7/21/2016



Forrest County, MS

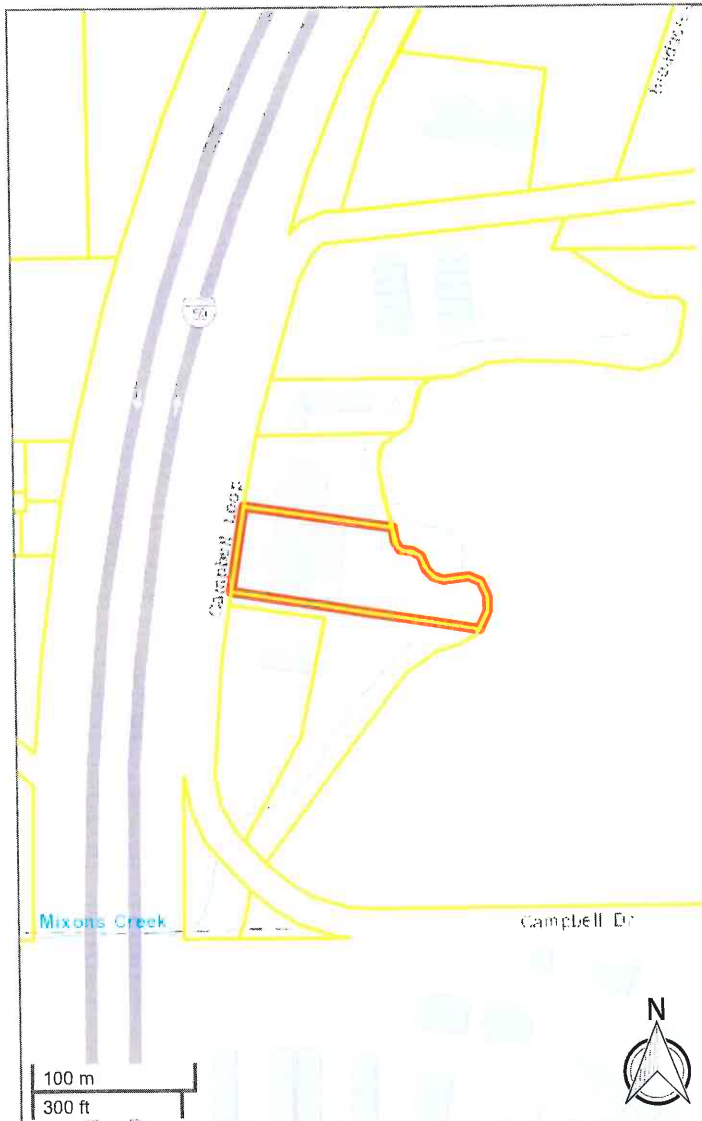
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Forrest County Tax Assessor/Collector
601 Main St
Hattiesburg, MS 39401
(601) 582-8228

Date Printed: 4/11/2023

PPIN:	45319
PARCEL_ID:	2-025P-36-007.03
OWNERNAME:	ALBRIGHT RUSSELL E JR LIVING TRUST
ADDRESS1:	1060-B ORTEGA WAY
ADDRESS2:	
CITY:	PLACENTIA
STATE:	CA
ZIP:	92870
SECTION:	36
TOWNSHIP:	05N
RANGE:	14W
LEGAL1:	COM AT THE NE/COR OF SE1/4 OF SE1/4 WEST 984' TO THE INTERSECTION
LEGAL2:	WITH THE EAST RIGHT OF WAY INTERST
LEGAL3:	TE HWY 59 SAID LINE BEING THE WEST ROW LINE OF CAMPBELL DRIVE
TAX_DIST:	1110
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	1.23
TOTAL_AC:	1.23
CULT_VAL1:	0
CULT_VAL2:	0
UNCUL_VAL1:	0
UNCUL_VAL2:	35490
LAND_VAL:	35490
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	35490
EXEMPT_COD:	0
HOMESTEAD:	
DEED_BOOK:	1200
DEED_PAGE:	398
DEED_DATE:	4/9/2015



Forrest County, MS

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Forrest County Tax Assessor/Collector
601 Main St
Hattiesburg, MS 39401
(601) 582-8228

Date Printed: 4/11/2023

PPIN:	42065
PARCEL_ID:	2-025P-36-007.01
OWNERNAME:	ALBRIGHT RUSSELL E JR LIVING TRUST
ADDRESS1:	1060-B ORTEGA WAY
ADDRESS2:	
CITY:	PLACENTIA
STATE:	CA
ZIP:	92870
SECTION:	36
TOWNSHIP:	05N
RANGE:	14W
LEGAL1:	COM AT THE NE/COR OF SE1/4 OF SE1/4 WEST 984' TO THE INTERSECTION WITH THE EAST ROW OF HWY 59 AND THE WEST ROW OF CAMPBELL DRIVE EXTENSION SWLY ALG DRIVE 365.5' EAST 61.5' TO THE EAST ROW OF CAMPB
LEGAL2:	
LEGAL3:	
TAX_DIST:	1110
CULT_AC1:	0
CULT_AC2:	1.8
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	1.8
CULT_VAL1:	0
CULT_VAL2:	46800
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	46800
IMP_VAL1:	0
IMP_VAL2:	137510
TOTALVALUE:	184310
EXEMPT_COD:	0
HOMESTEAD:	
DEED_BOOK:	1200
DEED_PAGE:	398
DEED_DATE:	4/9/2015



Forrest County, MS

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Forrest County Tax Assessor/Collector
601 Main St
Hattiesburg, MS 39401
(601) 582-8228

Date Printed: 4/11/2023

PPIN:	27613
PARCEL_ID:	2-025P-36-007.00
OWNERNAME:	ALBRIGHT RUSSELL E JR AS TRUSTEE OF
ADDRESS1:	ALBRIGHT LIVING TRUST
ADDRESS2:	1060-B ORTEGA WAY
CITY:	PLACENTIA
STATE:	CA
ZIP:	92870
SECTION:	36
TOWNSHIP:	05N
RANGE:	14W
LEGAL1:	COM AT THE NE/COR OF SE1/4 OF SE1/4 WEST 984' TO THE EAST ROW OF
LEGAL2:	HWY 59 SWLY ALG WEST ROW OF CAMPBEL
LEGAL3:	DR 365.5' EAST 61.5' EAST 234.5' TO THE WESTERN BANK OF MIXON'S
TAX_DIST:	1110
CULT_AC1:	0
CULT_AC2:	1.55
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	1.55
CULT_VAL1:	0
CULT_VAL2:	42240
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	42240
IMP_VAL1:	0
IMP_VAL2:	241260
TOTALVALUE:	283500
EXEMPT_COD:	0
HOMESTEAD:	
DEED_BOOK:	1240
DEED_PAGE:	495
DEED_DATE:	10/4/2016

LRMIN001 REDEMPTION LANDROLL INQUIRY - BASIC DATA LRMIN001/MS
 Library 2023 LANDROLL - FORREST
 618 CAMPBELL LOOP LLC Parcel 2-025P-36-007.01 PPIN 42065
 106 ALLISON COVE Alt Parcel 201 -0000-036-004.00
 Exempt Code JD 0 Tax District 1110
 Subdivision ADDENDUM

OXFORD MS 38655 St Addr 618 CAMPBELL DRIVE Map
 Neighborhood 0000

Sect/Twn/Rng	36 05N 14W Blk 036	Cls C-Acres	C-Value	U-Acres	U-Value	T-Acres	Improved	True	Assessed
1	1.80	46800				1.80	137510	184310	27647
2	1.80	46800				1.80	137510	184310	27647

Homestead Type 1=065 2=DAV 3=DIS 4=Reg Reg 100 DAV
 Mtg 999 *** MAILING LIST *** F-File O-Override Eligible C11 N (Y/N)
 New Value Added
 Drainage Code Benefit Price Total
 L 46800 46800
 B 137510 137510 Chged 2 3 2023
 Use1 Use2 9110 DFRANK
 Levee Benefits X =
 F3-NEXT PARCEL F5-LEGAL F6-ADDENDUM F7-DEEDS F8-FLAGS F9-OPTIONS F24-EXIT
 F3 next record, Page-Up prev record, F13 Paperlink



LRMIN001 REDEMPTION LANDROLL INQUIRY - BASIC DATA LRMIN001/MS
Library 2023 LANDROLL - FOREST
618 CAMPBELL LOOP LLC Parcel 2-025P-36-007.03 PFIN 45319
106 ALLISON COVE Alt Parcel 201 -0000-036-004.00
Exempt Code JD 0 Tax District 1110
Subdivision ADDENDUM

OXFORD MS 38655 St Addr Neighborhood 0000 Map
Sect/Twn/Rng 36 05N 14W Blk 036 CAMPBELL DRIVE

Clas	C-Acres	C-Value	U-Acres	U-Value	T-Acres	Improved	True	Assessed
1								
2								
	1.23	35490	1.23	35490	1.23	35490	5324	
	1.23	35490	1.23	35490	1.23	35490	5324	
Homestead Type	1=065 2=DAV 3=DIS 4=Reg	Group	Reg	100	DAV			
Mtg 3920 HUDSON REBECCA ANN	F-Fire 0-Override	Deed Bk 1399 Pg 0178	Eligible C11 N (Y/N)					
New Value Added		Deed Date 7 20 2022	Type WD					
Drainage Code	Benefit Price Total	Current 2022 Yr Added 11 13 2015						
		L 35490 35490	QUITMAN					
		B 35490 35490	Chged 2 3 2023					

Levee Benefits X = use1 use2 9110 DFRANK
F3-NEXT PARCEL, F5-LEGAL, F6-ADDENDUM, F7-DEEDS, F8-FLAGS, F9-OPTIONS, F24-EXIT
F3 next record, Page-Up prev record, F13 Paperlink



that certain tract of real property being situated within Forrest County, Mississippi and being more particularly described as follows, to-wit:

618 - 620 Campbell Loop Description:

Commencing at the Northwest corner of the Southwest quarter of the Southeast quarter of Section 36, Township 5 North, Range 14 West, Forrest County, Mississippi, said point being occupied by a found ½ inch diameter rebar, proceed East 1622.97 feet to a point, thence South 491.12 feet to a found ½ inch diameter iron rebar on the East right-of-way of Campbell Loop (60 feet total right-of-way width) and the POINT OF BEGINNING of the parcel herein described:

From the described POINT OF BEGINNING, proceed South 82 degrees 03 minutes 11 seconds East 280.20 feet to a point previously located on the top bank of Mixon's Creek, said point being witnessed by a found ½ inch diameter iron rebar with yellow cap stamped "CA 0001 SDW ENG" located North 82 degrees 03 minutes 11 seconds West 10.62 feet from said point, thence along the said previously located West top bank of Mixon's creek the following courses: South 22 degrees 06 minutes 10 seconds East 63.31 feet to a found ½ inch diameter iron rebar with yellow cap stamped "CA 0001 SDW ENG", thence South 81 degrees 32 minutes 52 seconds East 67.54 feet to a found ½ inch diameter iron rebar with yellow cap stamped "CA 0001 SDW ENG", thence North 45 degrees 32 minutes 42 seconds East 89.52 feet to a found ½ inch diameter iron rebar with yellow cap stamped "CA 0001 SDW ENG", thence North 87 degrees 36 minutes 48 seconds East 12.62 feet to a found ½ inch diameter iron rebar with yellow cap stamped "CA 0001 SDW ENG", thence South 34 degrees 17 minutes 52 seconds East 22.75 feet to a found ½ inch diameter iron rebar with yellow cap stamped "CA 0001 SDW ENG", thence South 05 degrees 46 minutes 19 seconds East 40.16 feet to a point, said point being witnessed by a found ½ inch diameter iron rebar with yellow cap stamped "CA 0001 SDW ENG" located South 88 degrees 41 minutes 04 seconds West 18.92 feet from said point, thence South 18 degrees 46 minutes 24 seconds West 134.27 feet to a found a found ½ inch diameter iron rebar with yellow cap stamped "CA 0001 SDW ENG", thence South 25 degrees 12 minutes 23 seconds West 23.68 feet to a found ½ inch diameter iron rebar with yellow cap stamped "CA 0001 SDW ENG", thence South 74 degrees 45 minutes 19 seconds West 105.25 feet to a found ½ inch diameter iron rebar with yellow cap stamped "CA 0001 SDW ENG", thence South 33 degrees 35 minutes 19 seconds West 168.63 feet to a found ½ inch diameter iron rebar with yellow cap stamped "CA 0001 SDW ENG", thence South 36 degrees 22 minutes 00 seconds West 318.70 feet to a point on the said East right-of-way boundary of Campbell Loop (60 feet total right-of-way width), said point being witnessed by a set ½ inch diameter iron rebar stamped "TAF PS 3100" located North 45 degrees 50 minutes 07 seconds 13.41 feet from said point, thence leaving said previously located West top bank of Mixon's Creek North 45 degrees 50 minutes 07 seconds West 61.24 feet along the said East right-of-way of Campbell Loop to a set ½ inch diameter iron rebar stamped "TAF PS 3100", thence continuing along the said East right-of-way boundary curving to the right in a

BEGINNING, SAID EASEMENT BEING LOCATED IN SECTION 36, T-5-N, R-14-W, FOREST COUNTY, MISSISSIPPI

THIS CONVEYANCE AND WARRANTY IS MADE SUBJECT TO THE FOLLOWING:

1. 2022 Ad Valorem taxes of Forest County, Mississippi and of the City of Hattiesburg, Mississippi, which shall be prorated as of the closing date hereof and shall be borne in full by the Grantee.

2. Mineral reservations and conveyances, if any, by prior owners.

3. All rights-of-way and easements for public streets/roads and public utilities.

WITNESS THE EXECUTION of this instrument on this, the 8th day of

July, 2022.

ALBRIGHT LIVING TRUST

By: [Signature]

RUSSELL E. ALBRIGHT, JR.
SETTLOR/TRUSTEE

STATE OF MISSISSIPPI
COUNTY OF Leflore

THIS DAY PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named RUSSELL E. ALBRIGHT, JR., as the Settlor and Trustee of the ALBRIGHT LIVING TRUST who acknowledged that he signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned for and on behalf of said Trust having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this, the 8th day of July, 2022.

My Commission Expires: 10-04-23



[Signature]
NOTARY PUBLIC

ii. Mailing address: 1060-B Ortega Way
Pleasanton, CA 92870

b. The name and street and mailing address of the trustee of the trust is:

i. Name of trustee: Russell E. Albright, Jr.

ii. Street address: 1060-B Ortega Way
Pleasanton, CA 92870

iii. Mailing address: 1060-B Ortega Way
Pleasanton, CA 92870

3. The name and street and mailing address of the office of Grantor is:

a. Name of Grantor: Russell E. Albright, Jr.

b. Street address: 1060-B Ortega Way
Pleasanton, CA 92870

c. Mailing address: 1060-B Ortega Way
Pleasanton, CA 92870

4. The legal description of all interest in real property owned by or conveyed to this trust is set forth on Exhibit "A" which is attached hereto and made a part hereof, the same as if copied in full herein.

5. The anticipated date of termination of the trust is the death of Russell E. Albright, Jr.

6. The general powers granted to the trustee are attached hereto as "EXHIBIT B" and made a part hereof the same as if copied in full herein.

7. If Russell E. Albright, Jr., shall die, resign, be unable, incapable or unwilling to serve as Trustee, then Melissa Lee Schiraldi, shall serve as Successor Trustee hereunder. If Melissa Lee Schiraldi, shall die, resign, be unable, incapable or unwilling to serve as Successor Trustee, then Debbie West, shall replace her. If Debbie West, shall die, resign, be unable, incapable or unwilling to serve as Successor Trustee, then Kathy Morris shall replace her.

STATE OF CALIFORNIA)
COUNTY OF)

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this _____ day of April, 2015, within my jurisdiction, the within named RUSSELL E. ALBRIGHT JR., who acknowledged to me that he executed the above and foregoing instrument as Trustee.

NOTARY PUBLIC

My commission expires: _____

(SEAL)

*see attached
(all purpose Acknowledgment)*

(\AL\RULES\L10365\Contract\11D565.wpd)

EXHIBIT "A"

The following described property situated in Forrest County, Mississippi, to wit:

PARCEL I: A part of the SE1/4 of the SE1/4 of Section 36, Township 5 North, Range 14 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as commencing at the Northeast corner of the said SE1/4 of the SE1/4, and thence run West along the North line of the said forty for 984 feet to the intersection with the East Right-of-Way line of Interstate Highway No. 59, said line being the West Right-of-Way line of Campbell Drive Extension; thence run Southwesterly along the West Right-of-Way line of Campbell Drive for 365.5 feet; thence run East 61.5 feet to a point on the East Right-of-Way line of Campbell Drive; thence continue East for 234.5 feet to the intersection with the Western Bank of Mixon's Creek; thence run Southeasterly along the Western Bank of Mixon's Creek for 190 feet, more or less, to the point of beginning. Thence run North 81 degrees 39 minutes 43 seconds West to the Eastern Right-of-Way line of Campbell Drive Extension; thence run Southerly along said Eastern Right-of-Way line of Campbell Drive Extension for 170 feet; thence run South 81 degrees 39 minutes 43 seconds East to the intersection with the Western Bank of Mixon's Creek; thence run Northerly along the Western Bank of Mixon's Creek back to the point of beginning, containing 1.68 acres, more or less.

PARCEL II: Beginning at an iron pin at the Southwest corner of the above described Parcel I and thence run South 81 degrees 42 minutes 05 seconds East a distance of 449.56 feet to the West bank of Mixon's Creek; thence run South 25 degrees 35 minutes 54 seconds West a distance of 23.68 feet along said bank; thence run South 75 degrees 06 minutes 57 seconds West a distance of 105.18 feet along said bank; thence run South 34 degrees 02 minutes 38 seconds West a distance of 168.56 feet along said bank; thence run South 36 degrees 41 minutes 14 seconds West a distance of 318.47 feet along said bank to the Easterly right of way line of Campbell Loop; thence run on and along a curve that curves to the right and has a radius of 227.58 feet, a central angle of 15 degrees 31 minutes 22 seconds for 61.66 feet, a long chord of North 45 degrees 43 minutes 01 seconds West a distance of 61.47 feet along said line to an iron pin; thence run North 39 degrees 57 minutes 25 seconds East a distance of 230.91 feet to an iron pin; thence run North 08 degrees 17 minutes 55 seconds East a distance of 237.49 feet to an iron pin; thence run North 81 degrees 42 minutes 05 seconds West a distance of 192.33 feet to an iron pin on said right of way line; thence run North 07 degrees 35 minutes 46 seconds East a distance of 26.17 feet along said right of way line and back to the point of beginning; said parcel contains 1.23 acres, more or less.

Said lands being further described on the survey plat of Vance B. Berry, PLS 2660, a copy of which is attached hereto as "EXHIBIT A" and incorporated herein by reference.

Inst. 732630
Bk 1200 Pg 0391

trustee and all current income beneficiaries. This power shall also apply if the trustee resigns or ceases to act. "Success" shall include without limitation (1) lack of attention to trust administration matters, (2) incompatibility or personally conflict with one or more beneficiaries, (3) residence of all current income beneficiaries of the trust outside the state in which the trustee being removed maintains its principal place of business, in the case of a corporate trustee, or resides, in the case of an individual trustee, or (4) any other grounds that, if alleged and proven, would justify court removal of the trustee. The power of removal shall be exercisable only in the interests of all trust beneficiaries.

Exculpatory Clause-All Trustees

F. No trustee shall be liable to any person interested in this trust for any act or default unless it results from the trustee's bad faith, willful misconduct, or gross negligence.

Waiver of Liability for Predecessor Trustee

G. Any successor trustee may accept as correct any accounting of trust assets made by any predecessor trustee. However, a successor trustee may institute any action or proceeding for the settlement of the accounts, act, or omissions of any predecessor trustee.

Bond-Waiver

H. No trustee, including a nonresident, shall be required to post bond or security.

ARTICLE EIGHT

Trustee's Management Powers

To carry out the purposes of this trust or any trust under this instrument, the trustee is vested, without necessity of application to any court, with the powers listed below as well as any powers conferred by law. The enumeration of certain powers in this trust shall not limit the trustee's powers. The trustee shall have all the rights, powers, and privileges that an absolute owner of the same property would have, subject to the trustee's fiduciary obligations and to any limitations stated elsewhere in this trust.

Broad Investment Power under Prudent Investor Rule

A. The trustee may, in the trustee's discretion, invest and reinvest trust funds in every kind of property (real, personal, or mixed) and every kind of investment, specifically including, but not limited to, corporate obligations of every kind; preferred or common stocks; shares of investment trusts; investment companies; and mutual funds; life insurance policies; notes; real estate; bonds; debentures; mortgages; deeds of trust; mortgage participations; market funds and index funds appropriate under the then-prevailing circumstances (specifically including, but not limited to, the factors set out in Probate Code Section 16047(b)).

1. General economic conditions.
2. The possible effect of inflation or deflation.
3. The expected tax consequences of investment decisions or strategies.

ep:J71n8ghbm7m1n1m



F. The trustee may, in the trustee's discretion, acquire or dispose of trust property (for cash or credit), at public or private sale or by exchange; manage, control, divide, develop, improve, exchange, partition, change the character of, repair, alter, or abandon trust property; encumber, mortgage, or pledge trust property for a term within or beyond the term of the trust in connection with the exercise of any power vested in the trustee; and grant options on trust property.

The powers granted in this clause parallel and summarize those conferred in the California Probate Code and are not intended to limit the powers now or hereafter conferred by law.

Power to Lease, Including Oil and Mineral Development

G. The trustee, in the trustee's discretion, may lease trust property for terms within or beyond the term of the trust for any purpose, including exploration for and removal of gas, oil, minerals, and geothermal energy, and may enter into community oil leases, pooling, and unitization agreements.

Power to Lend to Seller's Probate Estate

H. The trustee may, in the trustee's discretion, lend money to the probate estate of the seller, regardless of whether the executor of that estate and the trustee of this trust are the same person or entity.

Power to Purchase Property from Seller's Probate Estate

I. The trustee may, in the trustee's discretion, purchase property no more than fair market value from the probate estate of the seller.

Trustee's Power to Lend To, Buy From, and Sell to Trust Beneficiaries

J. The trustee may, in the trustee's discretion, do the following: (1) Lend or advance the trustee's own funds to the trust for any trust purpose, with interest at current rates; (2) receive security for such loans in the form of a mortgage, pledge, deed of trust, or other encumbrance of any assets of the trust; (3) purchase assets of the trust at their fair market value; and (4) sell property to the trust at a price not in excess of its fair market value.

Power to Borrow

K. The trustee may, in the trustee's discretion, borrow money and encumber trust property by mortgage, deed of trust, pledge, or otherwise, for the debts of the trust, the joint debts of the trust and a co-owner of the property in which the trust has an interest, or a settlor's debts or to guarantee a settlor's debts.

Power to Initiate and Defend Litigation

L. The trustee may, in the trustee's discretion, initiate or defend, at the expense of the trust, any litigation that the trustee considers advisable relating to the trust or any property of the trust estate. The trustee's powers under this paragraph shall apply during the term of the trust and after distribution of trust assets. The trustee shall have no duties, however, regarding any litigation or claims occurring after distribution of trust assets, unless the trustee is adequately indemnified by the distributions for any loss occasioned by exercise of the powers.

Power to Compromise Claims

sp371altr@hualapai.net



Compromise of Claim
7. The trustee shall have full power to compromise, arbitrate, or otherwise adjust any claim, dispute, or controversy arising under any policy, and shall have authority to initiate, defend, settle, and compromise any legal proceeding necessary in the trustee's opinion to collect the proceeds of any policy.

Trustee's Receipt
8. The trustee's receipt to any insurer shall be considered in full discharge of the insurer's liability under the policy, and the insurer shall not be under any duty to inquire concerning the trustee's application of policy proceeds.

Division of Trust
9. If a QTIP election will be made with respect to less than all of the property allocated to a trust, the trustee may divide such trust into two separate trusts of equal or unequal value so that a QTIP election may be made with respect to all of the property allocated to one such trust and not with respect to any of the property allocated to the other trust. Division of a trust shall be made according to the value of the assets of the trust at the time of the division. Whenever such division will result in the residual transfer of property after the satisfaction of a pecuniary payment, such pecuniary payment shall carry appropriate interest.

ARTICLE NINE Trustee Accounting and Distribution Powers

Introduction

A. For all trusts created under this instrument, the trustee shall have the following powers and duties for accounting and tax matters.

Private Accounting

B. The trustee shall periodically, but not less than once each year, render an account of its administration of the trusts under this instrument to all the current income beneficiaries. Such person's written approval of the accounting shall be a complete protection of the trustee as to all matters and transactions stated or shown by the accounting. The failure to transmit to the trustee either (a) the written approval of such accounting, or (b) a written objection to the accounting, with reasons specified, within a period ninety (90) days after a written request by the trustee for such approval shall constitute a valid substitute for the required written approval of the guardian, conservator, or representative of such person entitled to the accounting.

Principal and Income Act Governs

C. The trustee shall determine all matters with respect to what is principal and income of the trust estate and the apportionment and allocation of receipts and expenses between those accounts by the provisions of the California Revised Uniform Principal and Income Act from time to time existing. When this instrument or such Act does not provide, the trustee, in the trustee's reasonable

sp371shbprincipal.m

Inst. 732630
Bk 1200 Pg 0397



LRMINQ01 REDEMPTION
Library 2023 LANDROLL - FORREST
618 CAMPBELL LOOP LLC
106 ALLISON COVE

LANDROLL INQUIRY - BASIC DATA

LRWINQ01/M5

Parcel 2-025P-36-007.01 PPIN 42065
Alt Parcel 201 -0000-036-004.00
Exempt Code JD 0 Tax District 1110
Subdivision ADDENDUM

Neighborhood 0000 Map
OXFORD MS 38655 St Addr 618 CAMPBELL DRIVE
Sect/Twn/Rng 36 05N 14W Blk 036
Cls C-Acres C-Value U-Acres U-Value T-Acres Improved True Assessed
1
2 1.80 46800 1.80 137510 184310 27647
1.80 46800 1.80 137510 184310 27647
Homestead Type 1=O65 2=DAV 3=DIS 4=Reg Reg 100 DAV
Mtg 999 *** MAILING LIST *** Group Eligible Cl1 N (Y/N)
New Value Added F-Fire O-Override Deed Bk 1399 Pg 0178 Ext
Drainage Code Benefit Price Total Deed Date 7 20 2022 Type WD
Current 2022 Yr Added 6 14 2007
L 46800 46800 QUITMAN
B 137510 137510 Chged 2 3 2023
Levee Benefits X = Use1 Use2 9110 DFRANK
F3-NEXT PARCEL F5-LEGAL F6-ADDENDUM F7-DEEDS F8-FLAGS F9-OPTIONS F24-EXIT
F3 next record, Page-Up prev record, F13 Paperlink



LRMINQ01 REDEMPTION
Library 2023 LANDROLL - FORREST
618 CAMPBELL LOOP LLC
106 ALLISON COVE

LANDROLL INQUIRY - BASIC DATA

LRWINQ01/M5

Parcel 2-025P-36-007.03 PPIN 45319
Alt Parcel 201 -0000-036-004.00
Exempt Code JD 0 Tax District 1110
Subdivision ADDENDUM

Neighborhood 0000 Map
OXFORD MS 38655 St Addr CAMPBELL DRIVE
Sect/Twn/Rng 36 05N 14W Blk 036
Cls C-Acres C-Value U-Acres U-Value T-Acres Improved True Assessed
1
2 1.23 35490 1.23 35490 5324
1.23 35490 1.23 35490 5324
Homestead Type 1=065 2=DAV 3=DIS 4=Reg Reg 100 DAV
Mtg 3920 HUDSON REBECCA ANN Group Eligible C11 N (Y/N)
New Value Added F-Fire O-Override Deed Bk 1399 Pg 0178 Ext
Drainage Code Benefit Price Total Deed Date 7 20 2022 Type WD
Current 2022 Yr Added 11 13 2015
L 35490 35490 QUITMAN
B Chged 2 3 2023
Levee Benefits X = Use1 Use2 9110 DFRANK
F3-NEXT PARCEL F5-LEGAL F6-ADDENDUM F7-DEEDS F8-FLAGS F9-OPTIONS F24-EXIT
F3 next record, Page-Up prev record, F13 Paperlink



that certain tract of real property being situated within Forrest County, Mississippi and being more particularly described as follows, to-wit:

618 – 620 Campbell Loop Description:

Commencing at the Northwest corner of the Southwest quarter of the Southeast quarter of Section 36, Township 5 North, Range 14 West, Forrest County, Mississippi, said point being occupied by a found ½ inch diameter rebar, proceed East 1622.97 feet to a point; thence South 491.12 feet to a found ½ inch diameter iron rebar on the East right-of-way of Campbell Loop (60 feet total right-of-way width) and the POINT OF BEGINNING of the parcel herein described:

From the described POINT OF BEGINNING, proceed South 82 degrees 03 minutes 11 seconds East 280.20 feet to a point previously located on the top bank of Mixon's Creek, said point being witnessed by a found ½ inch diameter iron rebar with yellow cap stamped "CA 0001 SDW ENG" located North 82 degrees 03 minutes 11 seconds West 10.62 feet from said point; thence along the said previously located West top bank of Mixon's creek the following courses: South 22 degrees 06 minutes 10 seconds East 63.31 feet to a found ½ inch diameter iron rebar with yellow cap stamped "CA 0001 SDW ENG"; thence South 81 degrees 32 minutes 52 seconds East 67.54 feet to a found ½ inch diameter iron rebar with yellow cap stamped "CA 0001 SDW ENG"; thence North 45 degrees 32 minutes 42 seconds East 89.52 feet to a found ½ inch diameter iron rebar with yellow cap stamped "CA 0001 SDW ENG"; thence North 87 degrees 36 minutes 48 seconds East 12.62 feet to a found ½ inch diameter iron rebar with yellow cap stamped "CA 0001 SDW ENG"; thence South 34 degrees 17 minutes 52 seconds East 22.75 feet to a found ½ inch diameter iron rebar with yellow cap stamped "CA 0001 SDW ENG"; thence South 05 degrees 46 minutes 19 seconds East 40.16 feet to a point, said point being witnessed by a found ½ inch diameter iron rebar with yellow cap stamped "CA 0001 SDW ENG" located South 88 degrees 41 minutes 04 seconds West 18.92 feet from said point; thence South 18 degrees 46 minutes 24 seconds West 134.27 feet to a found ½ inch diameter iron rebar with yellow cap stamped "CA 0001 SDW ENG"; thence South 25 degrees 12 minutes 23 seconds West 23.68 feet to a found ½ inch diameter iron rebar with yellow cap stamped "CA 0001 SDW ENG"; thence South 74 degrees 45 minutes 19 seconds West 105.25 feet to a found ½ inch diameter iron rebar with yellow cap stamped "CA 0001 SDW ENG"; thence South 33 degrees 35 minutes 19 seconds West 168.63 feet to a found ½ inch diameter iron rebar with yellow cap stamped "CA 0001 SDW ENG"; thence South 36 degrees 22 minutes 00 seconds West 318.70 feet to a point on the said East right-of-way boundary of Campbell Loop (60 feet total right-of-way width), said point being witnessed by a set ½ inch diameter iron rebar stamped "TAF PS 3100" located North 45 degrees 50 minutes 07 seconds 13.41 feet from said point; thence leaving said previously located West top bank of Mixon's Creek North 45 degrees 50 minutes 07 seconds West 61.24 feet along the said East right-of-way of Campbell Loop to a set ½ inch diameter iron rebar stamped "TAF PS 3100"; thence continuing along the said East right-of-way boundary curving to the right in a

BEGINNING. SAID EASEMENT BEING LOCATED IN SECTION 36, T-5-N, R-14-W, FORREST COUNTY, MISSISSIPPI

THIS CONVEYANCE AND WARRANTY IS MADE SUBJECT TO THE FOLLOWING:

1. 2022 Ad Valorem taxes of Forrest County, Mississippi and of the City of Hattiesburg, Mississippi, which shall be prorated as of the closing date hereof and shall be borne in full by the Grantee.

2. Mineral reservations and conveyances, if any, by prior owners.

3. All rights-of-way and easements for public streets/roads and public utilities.

WITNESS THE EXECUTION of this instrument on this, the 8th day of

July, 2022.

ALBRIGHT LIVING TRUST

By: 
RUSSELL E. ALBRIGHT, JR.
SETTLOR/TRUSTEE

STATE OF MISSISSIPPI
COUNTY OF Covington

THIS DAY PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named RUSSELL E. ALBRIGHT, JR., as the Settlor and Trustee of the ALBRIGHT LIVING TRUST who acknowledged that he signed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned for and on behalf of said Trust having been first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this, the 8th day of July, 2022.

My Commission Expires:
10-04-23




NOTARY PUBLIC

ii. Mailing address: 1060-B Ortega Way
Placentia, CA 92870

b. The name and street and mailing address of the trustee of the trust is:

i. Name of trustee: Russell E. Albright, Jr.

ii. Street address: 1060-B Ortega Way
Placentia, CA 92870

iii. Mailing address: 1060-B Ortega Way
Placentia, CA 92870

3. The name and street and mailing address of the office of Grantor is:

a. Name of Grantor: Russell E. Albright, Jr.

b. Street address: 1060-B Ortega Way
Placentia, CA 92870

c. Mailing address: 1060-B Ortega Way
Placentia, CA 92870

4. The legal description of all interest in real property owned by or conveyed to this trust is set forth on Exhibit "A" which is attached hereto and made a part hereof, the same as if copied in full herein.

5. The anticipated date of termination of the trust is the death of Russell E. Albright, Jr.

6. The general powers granted to the trustee are attached hereto as "EXHIBIT B" and made a part hereof the same as if copied in full herein.

7. If Russell E. Albright, Jr., shall die, resign, be unable, incapable or unwilling to serve as Trustee, then Melissa Lee Schiratis, shall serve as Successor Trustee hereunder. If Melissa Lee Schiratis, shall die, resign, be unable, incapable or unwilling to serve as Successor Trustee, then Debbie West, shall replace her. If Debbie West, shall die, resign, be unable, incapable or unwilling to serve as Successor Trustee, then Kathy Morris shall replace her.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

PERSONALLY APPEARED before me, the undersigned authority in and for the said
county and state, on this _____ day of April, 2015, within my jurisdiction, the within named
RUSSELL E. ALBRIGHT, JR., who acknowledged to me that he executed the above and foregoing
instrument as Trustee.

NOTARY PUBLIC

My commission expires: _____

(SEAL)

(see attached
all purpose Acknowledgment)

(X:\FILES\L-10363\ConTrust10363.wpd)

EXHIBIT "A"

The following described property situated in Forrest County, Mississippi, to wit:

PARCEL I: A part of the SE1/4 of the SE1/4 of Section 36, Township 5 North, Range 14 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as commencing at the Northeast corner of the said SE1/4 of the SE1/4, and thence run West along the North line of the said forty for 984 feet to the intersection with the East Right-of-Way line of Interstate Highway No. 59, said line being the West Right-of-Way line of Campbell Drive Extension; thence run Southwesterly along the West Right-of-Way line of Campbell Drive for 365.5 feet; thence run East 61.5 feet to a point on the East Right-of-Way line of Campbell Drive; thence continue East for 234.5 feet to the intersection with the Western Bank of Mixon's Creek; thence run Southeasterly along the Western Bank of Mixon's Creek for 190 feet, more or less, to the point of beginning; Thence run North 81 degrees 39 minutes 43 seconds West to the Eastern Right-of-Way line of Campbell Drive Extension; thence run Southerly along said Eastern Right-of-Way line of Campbell Drive Extension for 170 feet; thence run South 81 degrees 39 minutes 43 seconds East to the intersection with the Western Bank of Mixon's Creek; thence run Northerly along the Western Bank of Mixon's Creek back to the point of beginning, containing 1.68 acres, more or less.

PARCEL II: Beginning at an iron pin at the Southwest corner of the above described Parcel I and thence run South 81 degrees 42 minutes 05 seconds East a distance of 449.56 feet to the West bank of Mixon's Creek; thence run South 25 degrees 35 minutes 54 seconds West a distance of 23.68 feet along said bank; thence run South 75 degrees 06 minutes 57 seconds West a distance of 105.18 feet along said bank; thence run South 34 degrees 02 minutes 38 seconds West a distance of 168.56 feet along said bank; thence run South 36 degrees 41 minutes 14 seconds West a distance of 318.47 feet along said bank to the Easterly right of way line of Campbell Loop; thence run on and along a curve that curves to the right and has a radius of 227.58 feet, a central angle of 15 degrees 31 minutes 22 seconds for 61.66 feet, a long chord of North 45 degrees 43 minutes 01 seconds West a distance of 61.47 feet along said line to an iron pin; thence run North 39 degrees 57 minutes 25 seconds East a distance of 230.91 feet to an iron pin; thence run North 08 degrees 17 minutes 55 seconds East a distance of 237.49 feet to an iron pin; thence run North 81 degrees 42 minutes 05 seconds West a distance of 192.33 feet to an iron pin on said right of way line; thence run North 07 degrees 35 minutes 46 seconds East a distance of 26.17 feet along said right of way line and back to the point of beginning; said parcel contains 1.23 acres, more or less.

Said lands being further described on the survey plat of Vance B. Berry, PLS 2660, a copy of which is attached hereto as "EXHIBIT A" and incorporated herein by reference.

Inst. 732630
Bk 1200 Pg 0391

trustee and all current income beneficiaries. This power shall also apply if the trustee resigns or ceases to act. "Cause" shall include without limitation (1) lack of attention to trust administration matters, (2) incompatibility or personality conflict with one or more beneficiaries, (3) residence of all current income beneficiaries of the trust outside the state in which the trustee being removed maintains its principal place of business, in the case of a corporate trustee, or resides, in the case of an individual trustee, or (4) any other grounds that, if alleged and proven, would justify court removal of the trustee. The power of removal shall be exercisable only in the interests of all trust beneficiaries.

Exculpatory Clause-All Trustees

F. No trustee shall be liable to any person interested in this trust for any act or default unless it results from the trustee's bad faith, willful misconduct, or gross negligence.

Waiver of Liability for Predecessor Trustee

G. Any successor trustee may accept as correct any accounting of trust assets made by any predecessor trustee. However, a successor trustee may institute any action or proceeding for the settlement of the accounts, acts, or omissions of any predecessor trustee.

Bond-Waiver

H. No trustee, including a nonresident, shall be required to post bond or security.

ARTICLE EIGHT

Trustee's Management Powers

To carry out the purposes of this trust or any trust under this instrument, the trustee is vested, without necessity of application to any court, with the powers listed below as well as any powers conferred by law. The enumeration of certain powers in this trust shall not limit the trustee's powers. The trustee shall have all the rights, powers, and privileges that an absolute owner of the same property would have, subject to the trustee's fiduciary obligations and to any limitations stated elsewhere in this trust.

Broad Investment Power under Prudent Investor Rule

A. The trustee may, in the trustee's discretion, invest and reinvest trust funds in every kind of property (real, personal, or mixed) and every kind of investment, specifically including, but not limited to, corporate obligations of every kind; preferred or common stocks; shares of investment trusts, investment companies, and mutual funds; life insurance policies; notes, real estate, bonds, debentures, mortgages, deeds of trusts, mortgage participations, market funds and index funds appropriate under the then-prevailing circumstances (specifically including, but not limited to, the factors set out in Probate Code Section 16047(c).)

1. General economic conditions.
2. The possible effect of inflation or deflation.
3. The expected tax consequences of investment decisions or strategies.

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Inst. 732630
Bk 1200 Pg 0393



F. The trustee may, in the trustee's discretion, acquire or dispose of trust property (for cash or credit), at public or private sale or by exchange; manage, control, divide, develop, improve, exchange, partition, change the character of, repair, alter, or abandon trust property; encumber, mortgage, or pledge trust property for a term within or beyond the term of the trust in connection with the exercise of any power vested in the trustee; and grant options on trust property.

The powers granted in this clause parallel and summarize those conferred in the California Probate Code and are not intended to limit the powers now or hereafter conferred by law.

Power to Lease, Including Oil and Mineral Development

G. The trustee, in the trustee's discretion, may lease trust property for terms within or beyond the term of the trust for any purpose, including exploration for and removal of gas, oil, minerals, and geothermal energy, and may enter into community oil leases, pooling, and unitization agreements.

Power to Lend to Settlor's Probate Estate

H. The trustee may, in the trustee's discretion, lend money to the probate estate of the settlor, regardless of whether the executor of that estate and the trustee of this trust are the same person or entity.

Power to Purchase Property from Settlor's Probate Estate

I. The trustee may, in the trustee's discretion, purchase property at not more than fair market value from the probate estate of the settlor.

Trustee's Power to Lend To, Buy From, and Sell to Trust Individual

J. The trustee may, in the trustee's discretion, do the following: (1) Lend or advance the trustee's own funds to the trust for any trust purpose, with interest at current rates; (2) receive security for such loans in the form of a mortgage, pledge, deed of trust, or other encumbrance of any assets of the trust; (3) purchase assets of the trust at their fair market value; and (4) sell property to the trust at a price not in excess of its fair market value.

Power to Borrow

K. The trustee may, in the trustee's discretion, borrow money and encumber trust property by mortgage, deed of trust, pledge, or otherwise, for the debts of the trust, the joint debts of the trust and a co-owner of the property in which the trust has an interest, or a settlor's debts or to guarantee a settlor's debts.

Power to Initiate and Defend Litigation

L. The trustee may, in the trustee's discretion, initiate or defend, at the expense of the trust, any litigation that the trustee considers advisable relating to the trust or any property of the trust estate. The trustee's powers under this paragraph shall apply during the term of the trust and after distribution of trust assets. The trustee shall have no duties, however, regarding any litigation or claims occurring after distribution of trust assets, unless the trustee is adequately indemnified by the distributees for any loss occasioned by exercise of the powers.

Power to Compromise Claims

cp:371albrightmarital.tru

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Inst. 732630
Bk 1200 Pg 0395



Compromise of Claim

T. The trustee shall have full power to compromise, arbitrate, or otherwise adjust any claim, dispute, or controversy arising under any policy, and shall have authority to initiate, defend, settle, and compromise any legal proceeding necessary in the trustee's opinion to collect the proceeds of any policy.

Trustee's Receipt

U. The trustee's receipt to any insurer shall be considered in full discharge of the insurer's liability under the policy, and the insurer shall not be under any duty to inquire concerning the trustee's application of policy proceeds.

Division of Trusts

V. If a QTIP election will be made with respect to less than all of the property allocated to a trust, the trustee may divide such trust into two separate trusts of equal or unequal value so that a QTIP election may be made with respect to all of the property allocated to one such trust and not with respect to any of the property allocated to the other trust. Division of a trust shall be made according to the value of the assets of the trust at the time of the division. Whenever such division will result in the residual transfer of property after the satisfaction of a pecuniary payment, such pecuniary payment shall carry Appropriate Interest.

ARTICLE NINE

Trustee Accounting and Distribution Powers

Introduction

A. For all trusts created under this instrument, the trustee shall have the following powers and duties for accounting and tax matters.

Private Accounting

B. The trustee shall periodically, but not less than once each year, render an account of its administration of the trusts under this instrument to all the current income beneficiaries. Such person's written approval of the accounting shall be a complete protection of the trustee as to all matters and transactions stated or shown by the accounting. The failure to transmit to the trustee either (a) the written approval of such accounting, or (b) a written objection to the accounting, with reasons specified, within a period ninety (90) days after a written request by the trustee for such approval shall constitute a valid substitute for the required written approval of the guardian, conservator, or representative of such person entitled to the accounting.

Principal and Income Act Governs

C. The trustee shall determine all matters with respect to what is principal and income of the trust estate and the apportionment and allocation of receipts and expenses between these accounts by the provisions of the California Revised Uniform Principal and Income Act from time to time existing. When this instrument or such Act does not provide, the trustee, in the trustee's reasonable

Variance Information

The Board of Adjustment has the responsibility to hear and make recommendation on requests for variances to the requirements of this Code (per Section 11.4.). Section 12.4.1 Variances are departures from the standards of the Land Development Code, except land use, which will not be contrary to the public interest and where, owing to conditions peculiar to the property and not as a result of the action of the applicant, a literal enforcement of this Code would result in unnecessary and undue hardship.

The following conditions must be met before a variance can be recommended. Not all criteria must be met. However, a strong application will meet multiple criteria.

Approval Criteria.

A variance is not a right, but a privilege that property owners meeting the following criteria may request. These criteria are to be used to consider all variance requests. It shall be the burden of the applicant to prove that the request meets these criteria. Use this worksheet or format your own to demonstrate the following criteria.

1. **Hardship.** (a) The hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant. (b) There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.

Latch-iT Self Storage purchased 618 and 620 Campbell Loop in Q3 2022 and is in the process of a major multi million dollar upgrade. During our renovation process, we have experienced numerous issues with theft. Our business model is to provide a clean, safe and secure storage facility. A 4 foot fence will not provide the level of security, nor will it deter the theft we have experienced over the last few months.

2. **Special Privilege.** A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.

There are numerous commercial properties around the city with 5 and 6 feet fence height. Some of the fences have been built since the 2017 codes came into compliance, approval of our 6 foot fence would not offer any special privilege from other businesses.

3. **Literal Interpretation.** The literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

There are numerous commercial properties around the city with 5 and 6 feet fence height. Some of the fences have been built since the 2017 codes came into compliance.

Variance Information

4. **Reasonable Use.** The applicant cannot make reasonable use of the property without the requested variance.

It would be very difficult to operate our current business model of offering safe and secure facilities for our tenants to store their items with a 4 foot fence. Intruders can easily climb over a 4 foot fence, offering no deterrence.

5. **Minimum Required.** The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

6. **Conformance with the Purpose of this Code.** The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

12.4.1.2 Conditions of Approval. In recommending the granting of a variance, the Board of Adjustment may require appropriate conditions and safeguards in conformity with this Code. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed a violation of this Code. The recommendation of the Board of Adjustment shall be presented to the City Council for final action.

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG BOARD OF ADJUSTMENT
May 3th, 2023**

Board Members Roll Call:

Members Present:

1. Shawn Harris, Chair
2. Bernard Green, Vice Chair
3. James Trussell
4. Jessica Cathey
5. Stacey Ready
6. Dick Conville
7. Brandon Williams (Online)

Members Absent

1. Bruce Betts
2. Lucy Parkman
3. Brandon Williams
4. James Hughes

Staff Members Present:

1. Nathan Satcher, Planner II
2. Wiley Quinn, Director of Urban Development
3. Cory Long, AICP, Planning Manager
4. Andrea Garcia, Planner I

Shawn Harris, Chair, declared the Hattiesburg Board of Adjustment meeting open and in session at 3:37 PM.

AGENDA REVIEW

The April 2023 Agenda was reviewed.

Motion:

Stacey Ready

Second:

Vice Chair Bernard Green

Vote:

Board Member	Yea	Nay	Other
Shawn Harris, Chair	X		
Bernard Green, Vice Chair	X		

James Trussell	X		
Jessica Cathey	X		
Stacey Ready	X		
Dick Conville	X		
Brandon Williams (Online)	X		

MINUTES REVIEW

There came the matter of the April 5th, 2023 minutes. A motion was made to approve the minutes by Chair Harris. The motion was seconded by Vice Chair Green and all present voted in favor of the motion.

Motion:

Stacey Ready

Second:

Vice Chair Green

Vote:

Board Member	Yea	Nay	Other
Shawn Harris, Chair	X		
Bernard Green, Vice Chair	X		
James Trussell	X		
Jessica Cathey	X		
Stacey Ready	X		
Dick Conville	X		
Brandon Williams (Online)	X		

PLANNING REPORT:

Planning Report: The planning department provided a report of the last items to come before the Board and their status. A request for a free-standing sign located on Main St was reviewed and approved by the City Council. Also, the May 9th commissioner training was brought to this portion of the meeting.

CHAIR'S REPORT:

Chair Harris did not have a report for this meeting.

INTRODUCTIONS

Board members introduced themselves.

PUBLIC HEARING – BOARD OF ADJUSTMENT

Item A: 5530 Old Hwy 42 - Request Front Setback Variance.

A petition has been filed by Marc Broome, Engineer and Amos Peters, Owner, to request a

variance from Section 6, Table 6.1 “Maximum Front Setback” for I-1, “40 feet” and instead allow for a setback of 97.8 feet for a proposed building that will be located at 5530 Old Hwy 42 (PPINs 18033, 18025, 18036 and 15061).

Comments:

The planning staff introduced the case. Mr. Trussell had questions regarding the requirements of the front setback in this zoning. Mr. Satcher replied that the reason for 40 feet required front setback for industrial areas is unknown and may be due to the idea that the industrial zones would be developed in industrial parks. Marc Broome, representative of Amos Peters (owner) presented the application. He stated that the variance was requested since there was a large ditch located in front of the building, which is the reason why the 40 feet maximum front setback requirement cannot be met. He argued that the setback needs to be increased since the existing ditch will create problems for everyone trying to access the building. Vice Chair Green then asked if there were any proposed sidewalks. Mr. Satcher replied that sidewalks were not required for industrial zones.

Presented by:

1. Marc Broome

Proponents:

1. None

Opponents:

1. None

Motion:

Ms. Ready made the motion to approve based on hardship and reasonable use.

Second:

Vice Chair Green

Vote:

Board Member	Yea	Nay	Other
Shawn Harris, Chair	X		
Bernard Green, Vice Chair	X		
James Trussell	X		
Jessica Cathey	X		
Stacey Ready	X		
Dick Conville	X		
Brandon Williams (Online)	X		

BUSINESS MEETING

No items were presented in the business meeting.

Adjournment:

The meeting was adjourned at 4:35 PM

Motion to Adjourn:

Stacey Ready

Second:

Vice Chair Green

Vote:

Board Member	Yea	Nay	Other
Shawn Harris, Chair	X		
Bernard Green, Vice Chair	X		
James Trussell	X		
Jessica Cathey	X		
Stacey Ready	X		
Dick Conville	X		
Brandon Williams (Online)	X		

Shawn Harris, Chair

Cory Long, AICP, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Nathan Satcher, Planner II, Cory Long, Planning Administrator
cc: Ann Jones, Chief Administrative Officer
Date: Tuesday, June 20, 2023
Re: Approve a variance from the minimum side setback requirement of 10 feet for an R-1A zoned property to allow for a 5 feet side setback for a proposed residential addition located at 500 Walnut Street, filed Scott Pipkins. Board of Adjustment recommended to approve on June 7th, 2023.
File Number: 2023-405
Minute Book #

Summary

Scott Pipkins, the contractor, requests a variance from the minimum side setback requirement (Table 6.1) of 10 feet for an R-1A zoned property to allow for a 5 feet side setback for a proposed residential structure located at 500 Walnut Street. (Parcel No.: 2-029O-10-223.00; PPIN: 19157, Forrest County, Ward 4.)

Recommendation Statement

Please place this on the June 20, 2023 City Council meeting for consideration.



**Board of Adjustment
Case Fact Sheet**

Name of Petitioners: Scott Pipkins, Representative

Address of Property: 500 Walnut St **Tax Parcel:** 2-029O-10-223.00 **PPIN:** 19157 **Ward:** 4

Request: **Side Setback Variance**

Purpose of Request: To consider a variance from section from Section 6, Table 6.1 "Minimum Side setback" for R-1A, "10 feet", and instead allow for a setback of five feet (5 ft) for a variance of five (5 ft) for a proposed accessory building at 500 Walnut St (Parcel 2-029O-10-223.00, PPIN 19157, Ward 4).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 6 DIMENSIONAL STANDARDS

Table 6.1 Dimensional Standards										
District	Minimum Lot Size in SF/ Width at Setback	Max. Dwelling Units	Max. Floor Area Ratio	Setbacks in feet				Max. Height*	Max. Impervious Surface Lot Coverage	Buffer in Feet
				Min. Front	Max. Front	Min. Side	Min. Rear			
R-1A	10,000/ 50	1 per lot	-	30	-	10	25	35 feet or 3 stories	50%	-

6.7.2 Measuring Structure Distance. When determining distances for setbacks and structure dimensions, all distances are measured along a horizontal plane from the appropriate property line, edge of building, structure, storage area, parking area, or other object. These distances are not measured by following the topography of the land. Measurements are also taken along the shortest distance

June 2023 BOA Item: B
Scott Pipkins, Representative
Request for: **Side Setback Variance**

between two points. See Diagram 6.2.

Present Zoning: R-1A Single Family Residential District

Present Use: Residence

Future Land Use: Neighborhood Conservation District 1

**Surrounding Zoning:
and Land Use:**
North: R-1B Single-Family Residential District
South: R-1A Single-Family Residential District
East: R-1A Single-Family Residential District
West: R-1A Single-Family Residential District

**Letters or
Concerns stated:** The Planning Division Office has not received any letters or other written communications relative to this case as of May 23, 2023. The Applicant submitted letters of support from neighbors.

History / Background: The petitioner met with staff for an addition to a single-family residential structure that would add additional living space to the existing home on 500 Walnut Street. The Hattiesburg Historic Conservation Commission reviewed the project on February 8th, 2023, and granted conditional approval of the design, pending a variance approval for the side setback.

Setback distances are utilized by communities principally to achieve a variety of goals, such as planned streetscapes, utility placements, planned growth, and even flood and fire catastrophes. Board members should consider the purpose of a side setback in a residential neighborhood, and whether the spacing requirement set forth by the code is appropriate to uphold. The rationale for setbacks changes and evolve as cities and technologies evolve and change. They are a planning tool that should be used to achieve a desi

Basis for Approval (12.4.1.1):

I. Hardship.

- The hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant.
- There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.

II. Special Privilege. A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.

June 2023 BOA Item: B
Scott Pipkins, Representative
Request for: **Side Setback Variance**

III. Literal Interpretation. The literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

IV. Reasonable Use. The applicant cannot make reasonable use of the property without the requested variance.

V. Minimum Required. The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

VI. Conformance with the Purposes of this Code. The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

SUBJECT PARCEL:
500 Walnut Street

Scott Pipkins, Representative

The petitioners request a variance from Section 6, Table 6.1 “Minimum Side setback” for R-1A, “10 feet”, and instead allow for a setback of five feet (5 ft) for a variance of five (5 ft) for a proposed accessory building at 500 Walnut St (Parcel 2-0290-10-223.00; PPIN 19157, Ward 4).



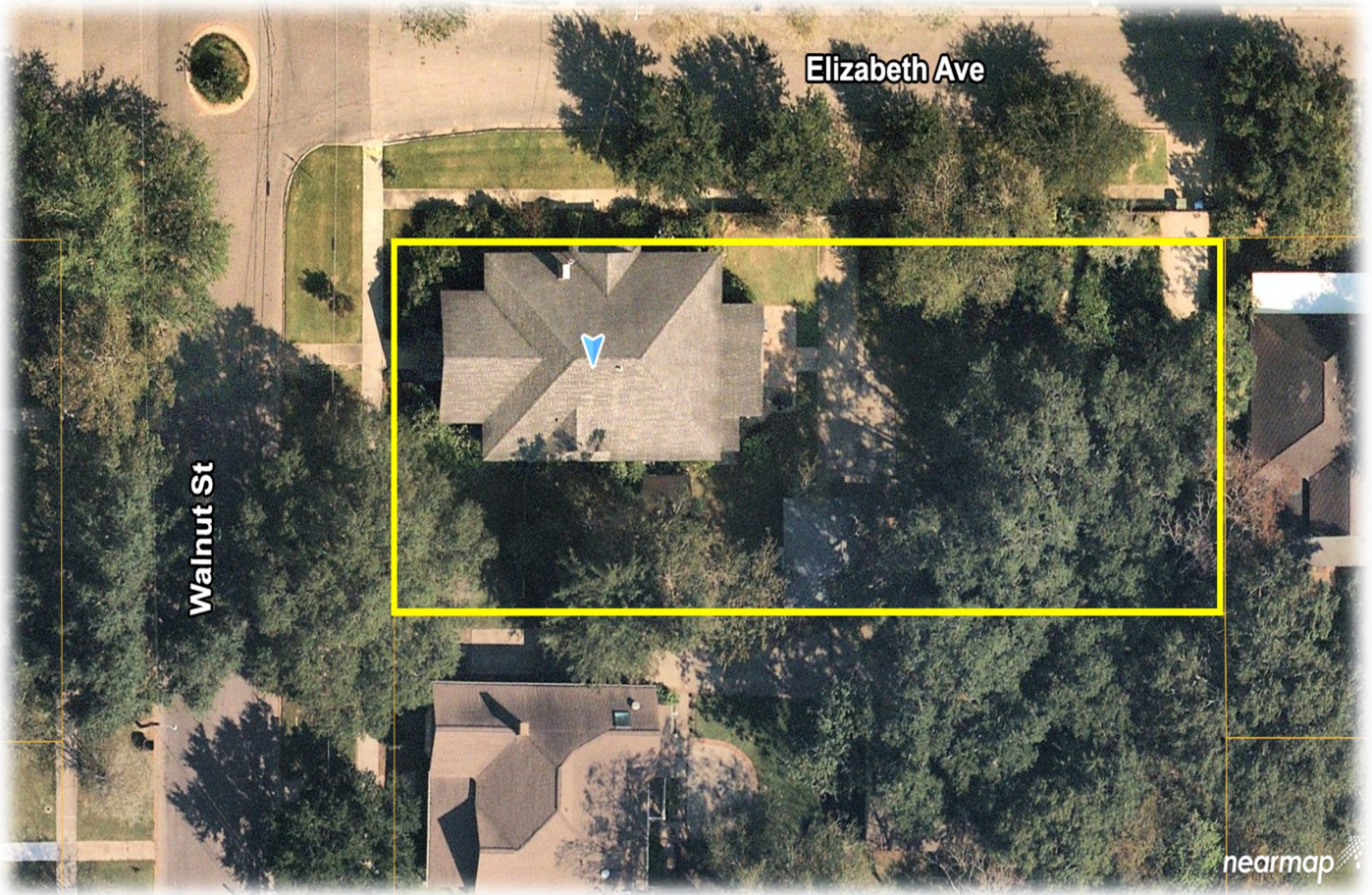
Vicinity Map—Ward 1



Zoning—R-1A



Site Aerial



Surrounding Area

Northern Direction: R-1B Single-Family Residential District



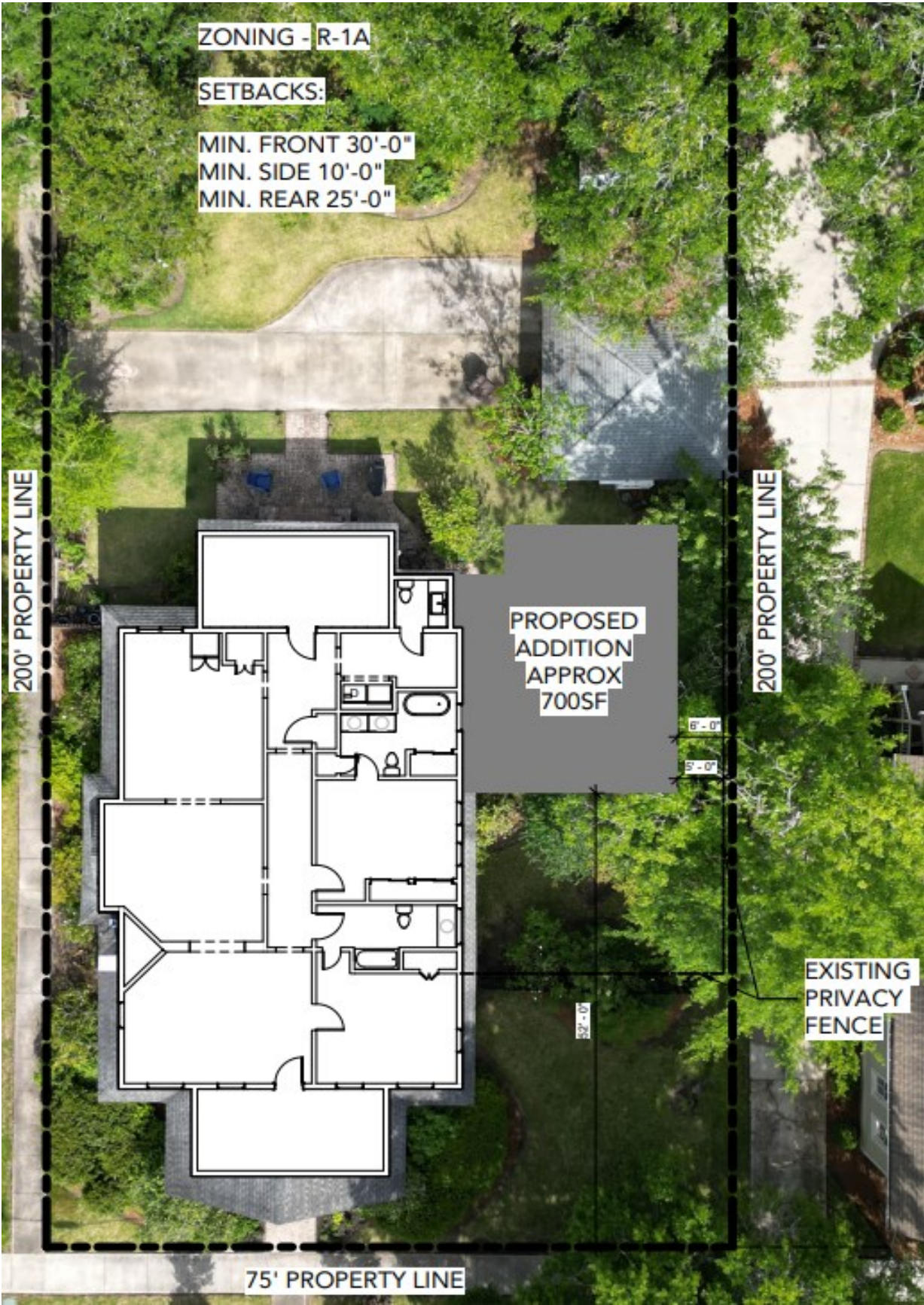
Southern Direction: R-1A Residential District



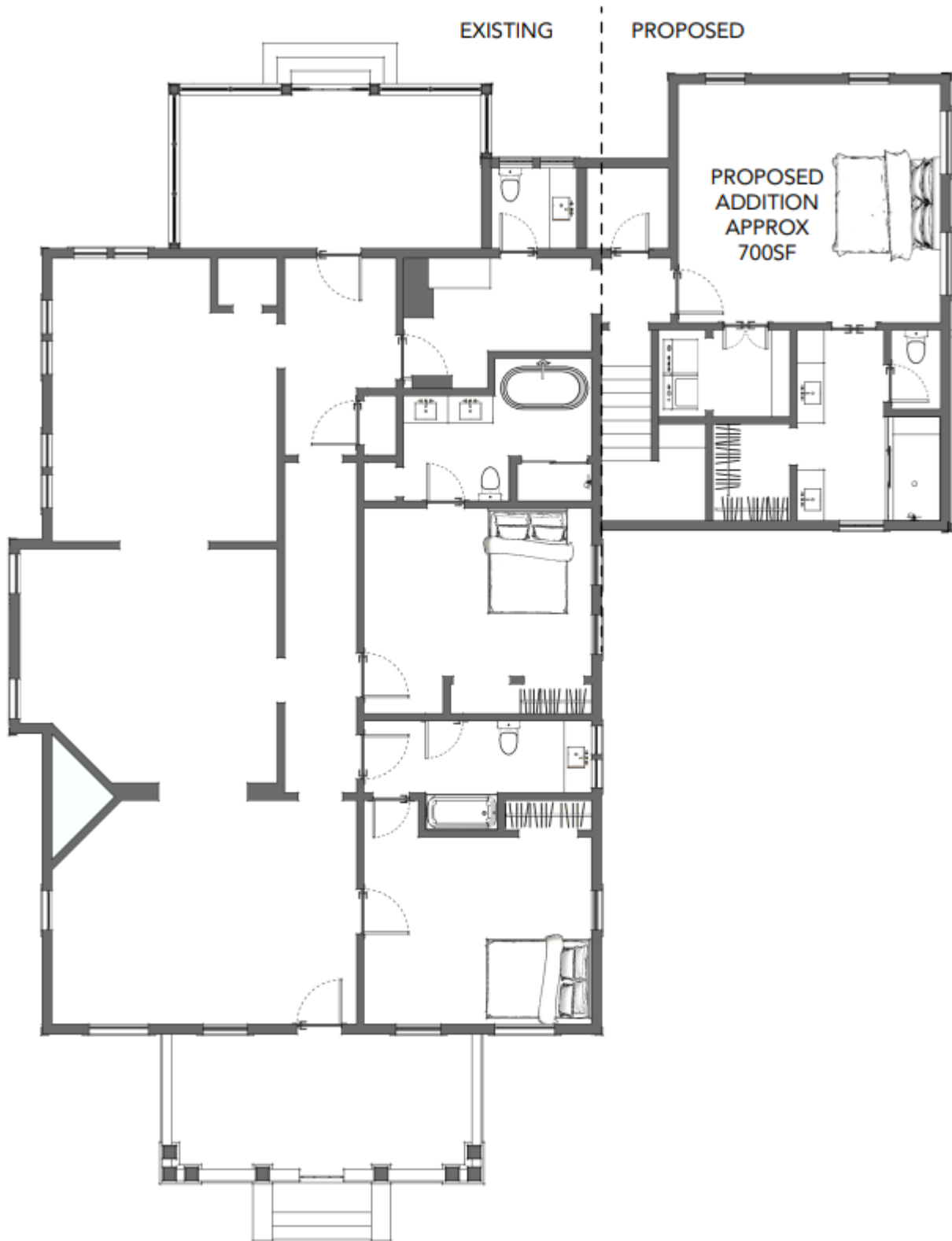
Eastern and Western Direction: R-1A Residential District



Preliminary Site Plan



Preliminary Site Plan



**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG BOARD OF ADJUSTMENT
May 3th, 2023**

Board Members Roll Call:

Members Present:

1. Shawn Harris, Chair
2. Bernard Green, Vice Chair
3. James Trussell
4. Jessica Cathey
5. Stacey Ready
6. Dick Conville
7. Brandon Williams (Online)

Members Absent

1. Bruce Betts
2. Lucy Parkman
3. Brandon Williams
4. James Hughes

Staff Members Present:

1. Nathan Satcher, Planner II
2. Wiley Quinn, Director of Urban Development
3. Cory Long, AICP, Planning Manager
4. Andrea Garcia, Planner I

Shawn Harris, Chair, declared the Hattiesburg Board of Adjustment meeting open and in session at 3:37 PM.

AGENDA REVIEW

The April 2023 Agenda was reviewed.

Motion:

Stacey Ready

Second:

Vice Chair Bernard Green

Vote:

Board Member	Yea	Nay	Other
Shawn Harris, Chair	X		
Bernard Green, Vice Chair	X		

James Trussell	X		
Jessica Cathey	X		
Stacey Ready	X		
Dick Conville	X		
Brandon Williams (Online)	X		

MINUTES REVIEW

There came the matter of the April 5th, 2023 minutes. A motion was made to approve the minutes by Chair Harris. The motion was seconded by Vice Chair Green and all present voted in favor of the motion.

Motion:

Stacey Ready

Second:

Vice Chair Green

Vote:

Board Member	Yea	Nay	Other
Shawn Harris, Chair	X		
Bernard Green, Vice Chair	X		
James Trussell	X		
Jessica Cathey	X		
Stacey Ready	X		
Dick Conville	X		
Brandon Williams (Online)	X		

PLANNING REPORT:

Planning Report: The planning department provided a report of the last items to come before the Board and their status. A request for a free-standing sign located on Main St was reviewed and approved by the City Council. Also, the May 9th commissioner training was brought to this portion of the meeting.

CHAIR'S REPORT:

Chair Harris did not have a report for this meeting.

INTRODUCTIONS

Board members introduced themselves.

PUBLIC HEARING – BOARD OF ADJUSTMENT

Item A: 5530 Old Hwy 42 - Request Front Setback Variance.

A petition has been filed by Marc Broome, Engineer and Amos Peters, Owner, to request a

variance from Section 6, Table 6.1 “Maximum Front Setback” for I-1, “40 feet” and instead allow for a setback of 97.8 feet for a proposed building that will be located at 5530 Old Hwy 42 (PPINs 18033, 18025, 18036 and 15061).

Comments:

The planning staff introduced the case. Mr. Trussell had questions regarding the requirements of the front setback in this zoning. Mr. Satcher replied that the reason for 40 feet required front setback for industrial areas is unknown and may be due to the idea that the industrial zones would be developed in industrial parks. Marc Broome, representative of Amos Peters (owner) presented the application. He stated that the variance was requested since there was a large ditch located in front of the building, which is the reason why the 40 feet maximum front setback requirement cannot be met. He argued that the setback needs to be increased since the existing ditch will create problems for everyone trying to access the building. Vice Chair Green then asked if there were any proposed sidewalks. Mr. Satcher replied that sidewalks were not required for industrial zones.

Presented by:

1. Marc Broome

Proponents:

1. None

Opponents:

1. None

Motion:

Ms. Ready made the motion to approve based on hardship and reasonable use.

Second:

Vice Chair Green

Vote:

Board Member	Yea	Nay	Other
Shawn Harris, Chair	X		
Bernard Green, Vice Chair	X		
James Trussell	X		
Jessica Cathey	X		
Stacey Ready	X		
Dick Conville	X		
Brandon Williams (Online)	X		

BUSINESS MEETING

No items were presented in the business meeting.

Adjournment:

The meeting was adjourned at 4:35 PM

Motion to Adjourn:

Stacey Ready

Second:

Vice Chair Green

Vote:

Board Member	Yea	Nay	Other
Shawn Harris, Chair	X		
Bernard Green, Vice Chair	X		
James Trussell	X		
Jessica Cathey	X		
Stacey Ready	X		
Dick Conville	X		
Brandon Williams (Online)	X		

Shawn Harris, Chair

Cory Long, AICP, Planning Division Manager

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
May 3rd, 2023**

Board Members Roll Call:

Members Present:

1. Mark Miller (Chair)
2. Amy Hinton (Vice Chair)
3. Rebekah Ray
4. Rhoda Pickett
5. Dick Conville
6. Carlos Wilson
7. Jeff Keyseear (Online)
8. Charles Dawe (Online)

Members Absent

1. Michael Dickerson
2. Elayne Lockett
3. Luke McNair

Staff Present:

1. Nathan Satcher, Planner II
2. Wiley Quinn, Director of Urban Development
3. Jim Gladden, Esq.
4. Kevin Bates, Building Official
5. Cory Long, AICP, Planning Manager
6. Andrea Garcia, Planner I

Mark Miller, Chair, declared the Hattiesburg Planning Commission meeting open and in session at 1:00 p.m.

AGENDA REVIEW

There came the matter of the April 2023 Agenda. Commissioner Ray made a motion to accept the agenda, seconded by Commissioner Wilson. All members present were in favor.

Motion:

Made by Rebekah Ray

Second:

Made by Carlos Wilson

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

MINUTES REVIEW

The minutes were reviewed. Rebekah Ray noted a spelling error in one of the commissioner's names and included the correction as part of the motion. The motion was seconded by Commissioner Hinton. All members present were in favor.

Motion:

Made by Rebekah Ray

Second:

Made by Amy Hinton.

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

BUSINESS MEETING

1. Building Report
2. Planning Report
3. Chair's Report

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for April 2023. He shared there was an increase in residential building permits compared to the previous month, half of

those were roofing permits. Commercial building permits increased as well. Overall, single-family residential building permits increased by 200 compared to last year.

PLANNING REPORT

There came the matter of the Planning Report by Nathan Satcher, Planner. He shared that the request to rezone a property on Mamie St was tabled by City Council. Commissioner Conville asked if the decision on 1601 Hardy St was appealed. Mr. Satcher replied that this was approved under certain conditions. Planning Manager Long mentioned that there was an upcoming commissioner training on May 19th. He also shared that subdivision regulations will be addressed.

CHAIR'S REPORT

There came the matter of the Chair's Report. Chair Miller thanked the commissioners for their continued work.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

Item A:

A petition has been filed by Earl Clayburn, owner, as required in the Land Development Code, Ord. No. 3209, to close and vacate an undeveloped alley, which is located north of Lurlyne Street and East of Edwards Street between 1924 Edwards Street and 9 Lurlyne Street (Forrest County, Ward 5).

Comments:

The planning staff introduced the request. Commissioner Hinton asked if there were some plans for development once the alley is closed, however, no plans were made at the moment. Chair Miller asked about the surrounding parcels. Mr. Satcher replied that the owner contacted the surrounding property owners for their approval on this process. No more comments were made to the staff. Chair Miller opened the public hearing. The owner Earl Clayburn came to speak on behalf of the proposal. No opponents were present and the public hearing was closed for this case.

Presented by:

Earl Clayburn

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Conville

Second:

Made by Vice Chair Hinton

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

Item B:

A petition has been filed by Gerry & Jennifer Mallory representative for Jimmie Jones, owner, as required in the Land Development Code, Ord. No. 3209, to request a conditional use for “Lodging – bed and breakfast inn” in an R-1A Zone (Residential District) for a property located at 416 Bay Street, (Parcel No. 2-029P-10-286.00; PPIN 19204, Forrest County, Ward 4).

Comments:

Staff noted the applicant was unable to attend the hearing and had requested the item be presented at the June Planning Commission Hearing. Commissioner Conville made a motion to table the request to the next Planning Commission Hearing.

Motion:

Made by Commissioner Conville

Second:

Made by Vice Chair Hinton

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		

Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

Item C:

A petition has been filed by Hunter Andrews representative for Graham Development, LLC, owner, as required in the Land Development Code, Ord. No. 3209, to request a Major Subdivision in a B-5 Zone (Regional Business District) for a property located at Lamar Boulevard and Highway 98, (Parcel No. 052Q-10-044.000, 052Q-10-044.002, 055B-15-001.000; PPIN 24497, 37027, 12113 Lamar County, Ward 3).

Comments:

The planning staff introduced the case. The objective of the request was to request preliminary plat approval for a major subdivision, as well as the construction of a road located near U.S Hwy 98 and Lamar Boulevard. Comments were made by the planning staff. A question was raised by Chair Miller about whether the road was built under the correct standards, Planning Manager Long stated that this road had the minimum requirements according to the Land Development Code. Commissioner Conville inquired about the street trees, and Mr. Long answered that the list of native species was being considered for this purpose. Commissioner Pickett asked if the new road had a center turn lane, Mr. Long stated that there were located in U.S Hwy 98 (right in and right out).

Then Chair Miller opened the public hearing portion of the meeting. Representative Billy Andrews (Attorney) came to speak on behalf of the project. He stated that the process began in June 2021, with an initial proposal for a minor subdivision; however, the idea changed over time and it is now being considered as a major subdivision. According to him, this project had been administratively approved by the City's Engineering Department. Commissioner Ray asked if any feedback had been received and representative Andrews replied that no feedback or complaints had been received. Commissioner Conville questioned the Conceptual Master Plan shown on the presentation, and expressed his concerns about the areas destined for stormwater retention. Mr. Andrews explained that such plan was just a concept and each owner will be responsible for their own stormwater retention areas.

Commissioner Hinton asked about the location of the Starbucks building. She expressed her concerns about the current situation with this business in Midtown, and asked if the part of Hwy 98 will face the same traffic issues. Mr. Satcher stated that this Starbucks location will not create the same problem seen in midtown area. Then, Hunter Andrews (Engineer) joined to the public hearing. Commissioner Conville expressed his concerns regarding the conceptual plan, which displays 10 turn lanes for entering the different businesses, and considered that even though the plan was conceptual, this situation will become real overtime. Mr. Andrews stated

that the only turn lanes approved were located on Lamar Blvd and U.S Hwy 98. In order to prevent traffic issues in this area, Commissioner Conville explained that the whole picture must be considered. Mr. Satcher responded that these intersections will need to meet the design standards and requirements in the LDC that will help mitigate these issues.

Then Chair Miller closed the public hearing. Commissioner Keysear asked the staff if there were any traffic studies in the Lamar Blvd intersection. Mr. Satcher replied that no studies were available but perhaps MDOT had information regarding the traffic flow in that intersection. Vice Chair Hinton suggested a traffic study for this location. Mr. Andrews questioned the reliability of the study (if performed) since it is still unknown what types of business will be present in this area and the changes in traffic flow that these may create. Commissioner Pickett asked if the interior of the road could be widened to address possible traffic problems on the turn lanes. Mr. Andrew replied that this road is not supposed to allow high speed and is designed according to the LDC standards. According to Mr. Long, the Planning Commission might have been able to influence the design of this subdivision if the meeting had been held before construction began. However, every single development to be made in this major subdivision will have to be approved by the Planning Commission.

Commissioner Keysear made the motion to approve with the recommendation that a traffic study will be performed for the Lamar Blvd intersection. Mr. Satcher stated that additional traffic studies should be completed before the final plat is approved. Commissioner Conville seconded this motion but suggested additional traffic studies in the future as new businesses establish in the area.

Presented by:

Mr. Billy Andrews (Attorney) and Hunter Andrews (Engineer)

Proponents:

1. Hunter Andrews (Engineer)

Opponents:

1. None

Motion:

Made by Commissioner Keysear

Second:

Made by Commissioner Conville

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keysear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		

Rhoda Pickett		X	
Carlos Wilson	X		

Item D:

A petition has been filed by Constance Burnside representative for Bengie Leatherwood, owner, as required in the Land Development Code, Ord. No. 3209, to change the zoning classification from an A-1 Zone (Agricultural District) to an A-2 (Agricultural Residential District) for a property located at 496 N. Hattiesburg Avenue, (Parcel No. 2-042D-26-104.00; PPIN 6760, Forrest County, Ward 5).

Comments:

The planning staff introduced the case. Comments were made by the planning staff Commissioner Hinton asked under what circumstances an A-1 parcel could be surrounded by several residential zones. In Mr. Satcher's opinion, the current location may have been considered low-density and designated as an agricultural zone by the City when they established zones for this area. Vice Chair Hinton asked if this situation could be resolved with a variance instead of rezoning. Mr. Long said that this is not allowed through conditional use and variance would change the density of this zone with no real hardship. Rezoning was the least invasive approach. Chair Miller mentioned that if this could be managed through a variance, everyone else would like to do this as well. Then Chair Miller opened the public hearing; the applicant Constance Burnside came to speak in behalf of this proposal.

Vice Chair Hinton asked the applicant if she would have access to all the utilities once she gets the necessary permits. Chair Miller closed the public hearing portion. Commissioner Dowe expressed his concern about facilitating mobile homes. Commissioner Hinton mentioned that this situation should not be looked as facilitating mobile homes. Everything around this location is residential (high density) and the transition from A-1 to A-2 is not a problem since the character of the neighborhood is changing. Additionally, mobile homes are only allowed in agricultural zones. Vice Chair Hinton made the motion to approve based on changes of the surrounding area of the neighborhood. Dr Miller seconded this motion as well as Commissioner Wilson.

Presented by:

Constance Burnside, Applicant

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Vice Chair Hinton

Second:

Made by Mark Miller (Chair) and Commissioner Wilson

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

BUSINESS MEETING

No items were presented in the business meeting.

Adjournment:

The meeting was adjourned at 3:15 p.m.

Motion:

Made by Vice Chair Hinton

Second:

Made by Commissioner Conville

Vote:

Board Member	Yea	Nay	Other
Dick Conville	X		
Charles Dawe	X		
Amy Hinton (Vice Chair)	X		
Jeff Keyseear	X		
Mark Miller (Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Carlos Wilson	X		

Mark Miller, Chair

Cory Long, AICP, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Deputy Director
cc:
Date: Tuesday, June 20, 2023
Re: Adopt a Resolution declaring a portion of property identified as Forrest County Parcel PPIN 26510 and PPIN 41471 necessary for public use, establishing just compensation and authorizing the Mayor to make a fair market value offer to Hub Development, LLC and issue a manual check.
File Number: 2023-414
Minute Book #

Summary

Adopt resolution declaring a portion of property identified as Forrest County Parcel PPIN 26510 and PPIN 41471 necessary for public use, approving the appraisal, establishing just compensation and authorizing the mayor to make a fair market value offer to Hub Development, LLC, and any and all interest holders in said property, and to acquire rights to the property from all interest holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 20, 2023 City Council meeting for consideration.



FAIR MARKET VALUE OFFER

Owner: Hub Development, LLC

PPIN: 26510 and 41471

Project No: DECD-0018(36)BO

City/County: Hattiesburg / Forrest

It is necessary that the City of Hattiesburg acquire from you, Hub Development, LLC, certain property necessary for the construction of this project.

The identification of the real property and the particular interests being acquired are indicated on the attached instrument.

The value of the real property interests being acquired is based on the fair market value of the property and is not less than the approved appraised value/waiver valuation, disregarding any decrease or increase in the fair market value caused by the project.

This fair market value offer includes all damages and is based on our approved Appraisal Valuation in the amount of \$38,135.

Land Value:	\$35,975
Improvements:	\$2,160
Damages:	\$0
Total Fair Market Value Offer	\$38,135

This Appraisal Valuation was made based upon recent market data in this area.

This acquisition does not include oil, gas, or mineral rights, but includes all other interests.

Unless noted otherwise, this acquisition does not include any items which are considered personal property under Mississippi State Law. Examples of such items are household and office furniture and appliances, machinery, business and farm inventory, etc.

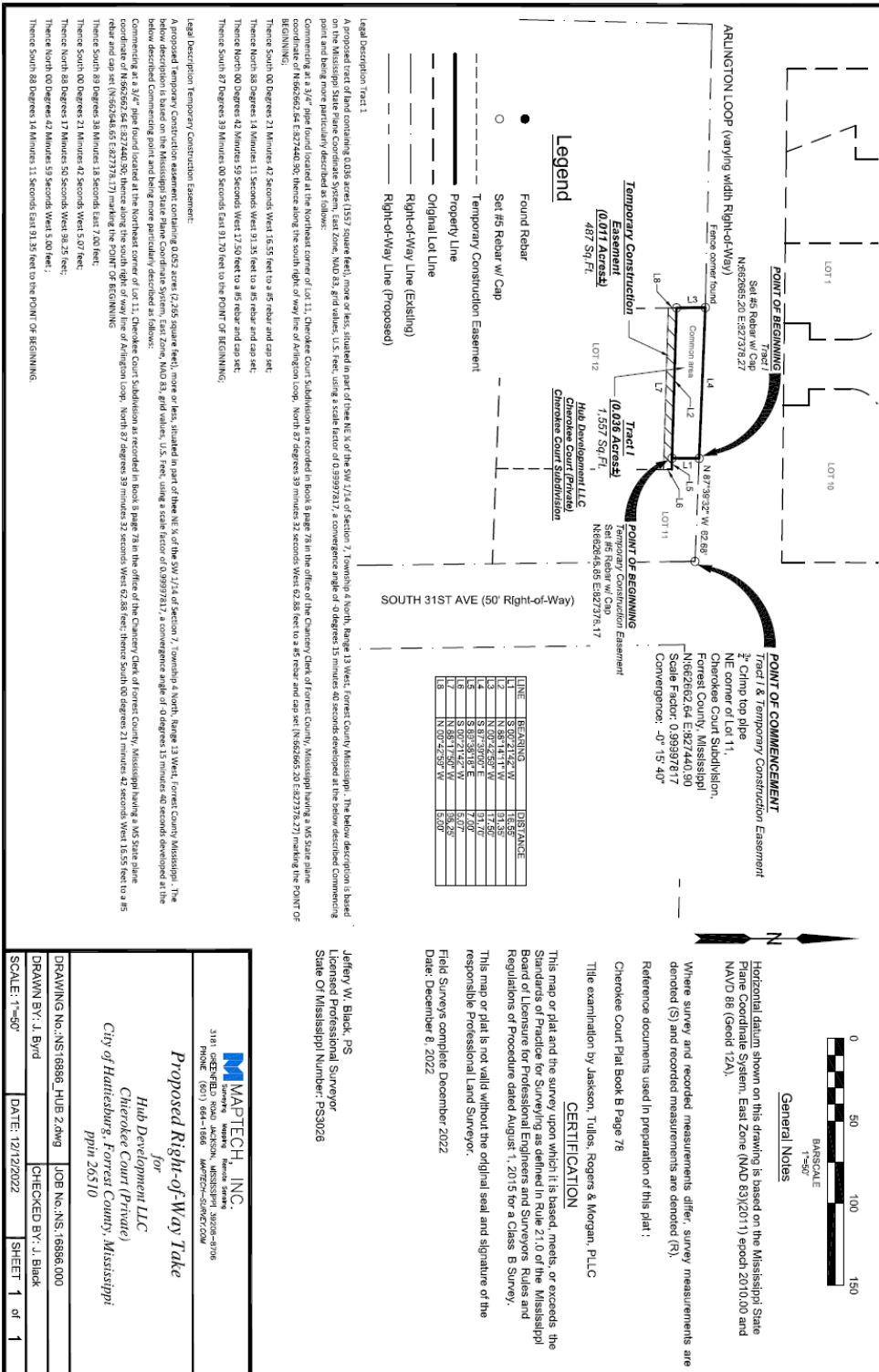
The real property improvements being acquired are further described in Exhibit A.

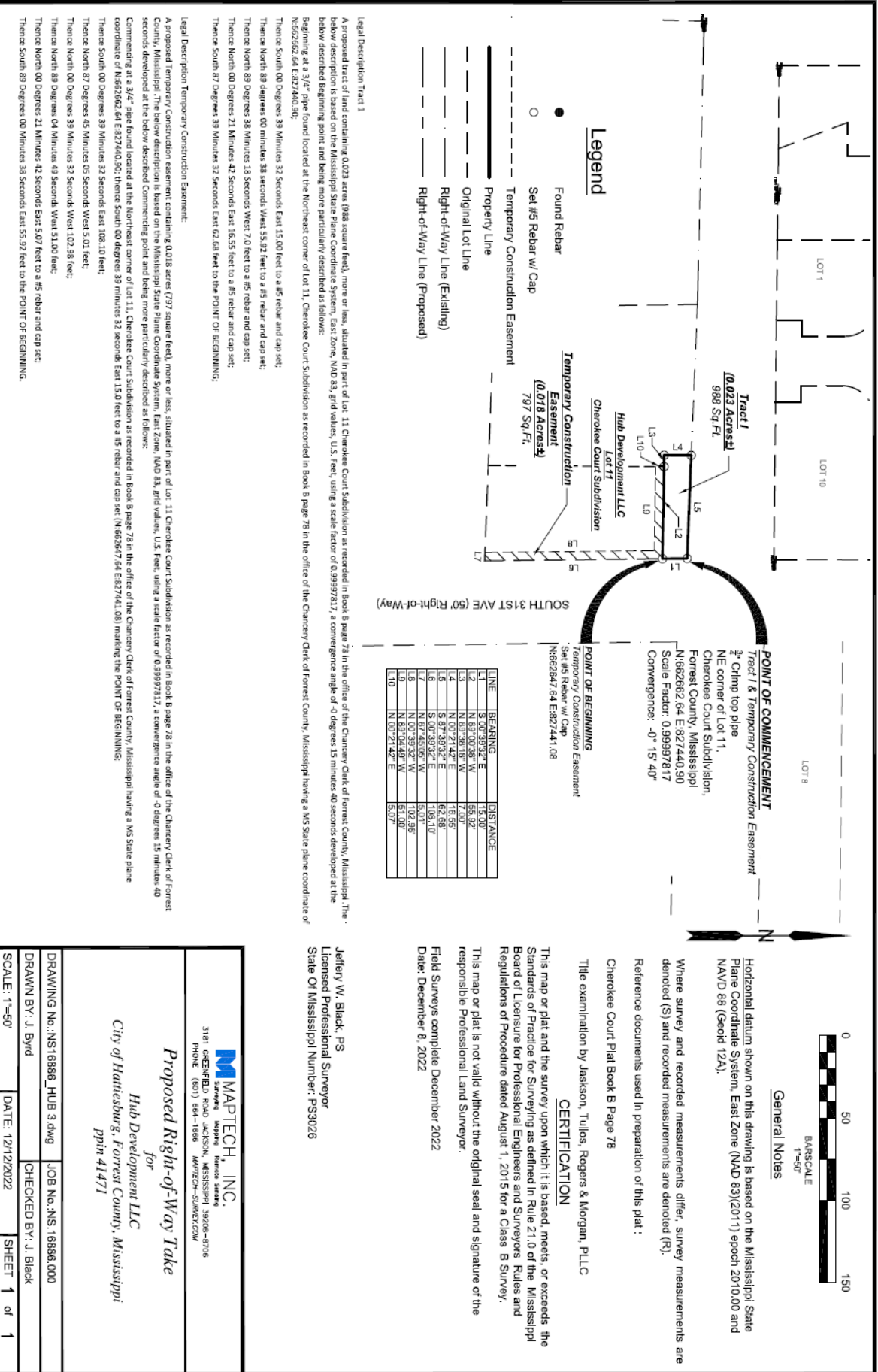
Under the authority conveyed to me by resolution of the Hattiesburg City Council, and based on the recommended appraisal for the above-described property, which is inclusive of all compensable interests, including leasehold interests, I, do hereby make the City of Hattiesburg's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of \$38,135.

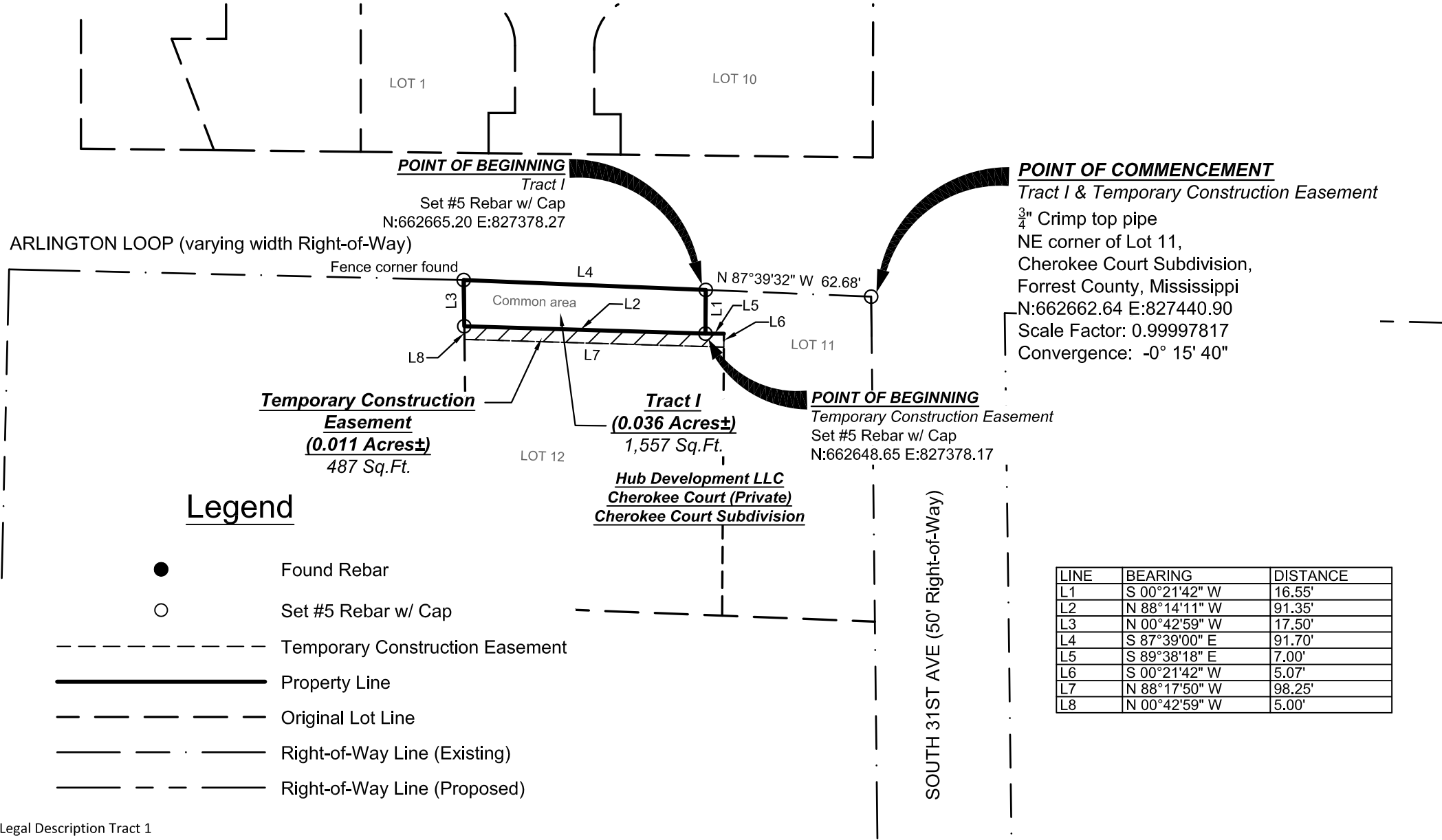
If this offer is accepted, you will execute a warranty deed, and any leasehold interests will also be required to execute a quit claim deed. If you have a mortgage in place, a partial release of the acquired property from the mortgage may have to be secured from your lender and/or your lender may be made a payee on the check for payment. You will also be required to provide a duly executed W-9 form for tax reporting, and you may be required to execute a closing statement and other ancillary documents when funds are exchanged.

Signed _____ Date _____

LEGAL DESCRIPTION







Legal Description Tract 1

A proposed tract of land containing 0.036 acres (1557 square feet), more or less, situated in part of thee NE ¼ of the SW 1/14 of Section 7, Township 4 North, Range 13 West, Forrest County Mississippi . The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997817, a convergence angle of -0 degrees 15 minutes 40 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a 3/4" pipe found located at the Northeast corner of Lot 11, Cherokee Court Subdivision as recorded in Book B page 78 in the office of the Chancery Clerk of Forrest County, Mississippi having a MS State plane coordinate of N:662662.64 E:827440.90; thence along the south right of way line of Arlington Loop, North 87 degrees 39 minutes 32 seconds West 62.88 feet to a #5 rebar and cap set (N:662665.20 E:827378.27) marking the POINT OF BEGINNING;

Thence South 00 Degrees 21 Minutes 42 Seconds West 16.55 feet to a #5 rebar and cap set;

Thence North 88 Degrees 14 Minutes 11 Seconds West 91.35 feet to a #5 rebar and cap set;

Thence North 00 Degrees 42 Minutes 59 Seconds West 17.50 feet to a #5 rebar and cap set;

Thence South 87 Degrees 39 Minutes 00 Seconds East 91.70 feet to the POINT OF BEGINNING;

Legal Description Temporary Construction Easement:

A proposed Temporary Construction easement containing 0.052 acres (2,265 square feet), more or less, situated in part of thee NE ¼ of the SW 1/14 of Section 7, Township 4 North, Range 13 West, Forrest County Mississippi . The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997817, a convergence angle of -0 degrees 15 minutes 40 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a 3/4" pipe found located at the Northeast corner of Lot 11, Cherokee Court Subdivision as recorded in Book B page 78 in the office of the Chancery Clerk of Forrest County, Mississippi having a MS State plane coordinate of N:662662.64 E:827440.90; thence along the south right of way line of Arlington Loop, North 87 degrees 39 minutes 32 seconds West 62.88 feet; thence South 00 degrees 21 minutes 42 seconds West 16.55 feet to a #5 rebar and cap set (N:662648.65 E:827378.17) marking the POINT OF BEGINNING

Thence South 89 Degrees 38 Minutes 18 Seconds East 7.00 feet;

Thence South 00 Degrees 21 Minutes 42 Seconds West 5.07 feet;

Thence North 88 Degrees 17 Minutes 50 Seconds West 98.25 feet;

Thence North 00 Degrees 42 Minutes 59 Seconds West 5.00 feet ;

Thence South 88 Degrees 14 Minutes 11 Seconds East 91.35 feet to the POINT OF BEGINNING.

POINT OF COMMENCEMENT

Tract I & Temporary Construction Easement

¾" Crimp top pipe

NE corner of Lot 11,
Cherokee Court Subdivision,
Forrest County, Mississippi

N:662662.64 E:827440.90

Scale Factor: 0.99997817

Convergence: -0° 15' 40"

LINE	BEARING	DISTANCE
L1	S 00°21'42" W	16.55'
L2	N 88°14'11" W	91.35'
L3	N 00°42'59" W	17.50'
L4	S 87°39'00" E	91.70'
L5	S 89°38'18" E	7.00'
L6	S 00°21'42" W	5.07'
L7	N 88°17'50" W	98.25'
L8	N 00°42'59" W	5.00'



BARSCALE
1"=50'

General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Cherokee Court Plat Book B Page 78

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022

Date: December 8, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026



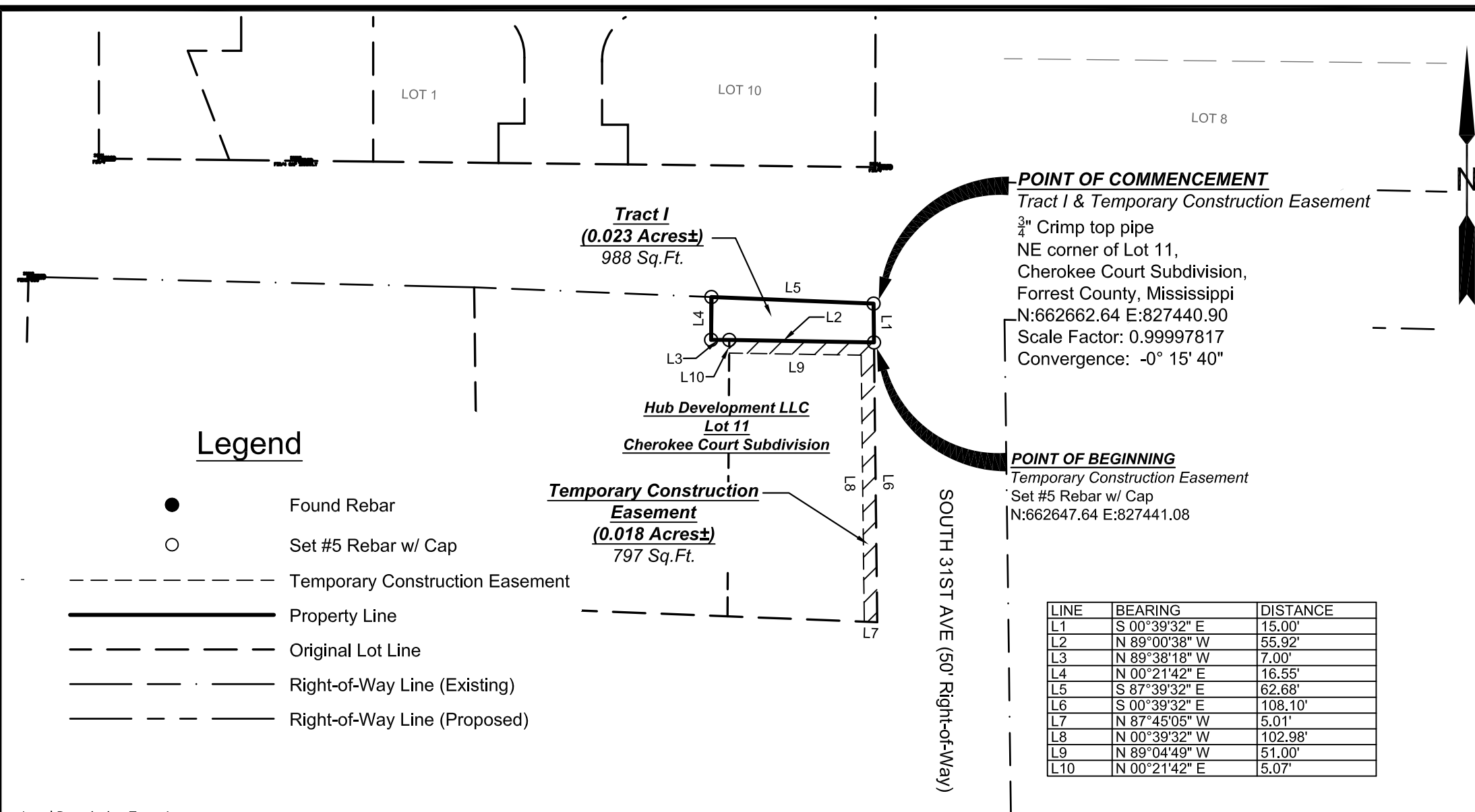
3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

Proposed Right-of-Way Take
for
Hub Development LLC
Chierokee Court (Private)
City of Hattiesburg, Forrest County, Mississippi
ppin 26510

DRAWING No.:NS16886_HUB 2.dwg JOB No.:NS.16886.000

DRAWN BY: J. Byrd CHECKED BY: J. Black

SCALE: 1"=50' DATE: 12/12/2022 SHEET 1 of 1



Legend

- Found Rebar
- Set #5 Rebar w/ Cap
- - - - - Temporary Construction Easement
- ===== Property Line
- - - - - Original Lot Line
- ===== Right-of-Way Line (Existing)
- ===== Right-of-Way Line (Proposed)

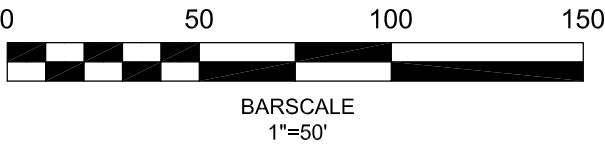
POINT OF COMMENCEMENT

Tract I & Temporary Construction Easement
3/4" Crimp top pipe
NE corner of Lot 11,
Cherokee Court Subdivision,
Forrest County, Mississippi
N:662662.64 E:827440.90
Scale Factor: 0.99997817
Convergence: -0° 15' 40"

POINT OF BEGINNING

Temporary Construction Easement
Set #5 Rebar w/ Cap
N:662647.64 E:827441.08

LINE	BEARING	DISTANCE
L1	S 00°39'32" E	15.00'
L2	N 89°00'38" W	55.92'
L3	N 89°38'18" W	7.00'
L4	N 00°21'42" E	16.55'
L5	S 87°39'32" E	62.68'
L6	S 00°39'32" E	108.10'
L7	N 87°45'05" W	5.01'
L8	N 00°39'32" W	102.98'
L9	N 89°04'49" W	51.00'
L10	N 00°21'42" E	5.07'



General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Cherokee Court Plat Book B Page 78

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022
Date: December 8, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

Legal Description Tract 1

A proposed tract of land containing 0.023 acres (988 square feet), more or less, situated in part of Lot 11 Cherokee Court Subdivision as recorded in Book B page 78 in the office of the Chancery Clerk of Forrest County, Mississippi .The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997817, a convergence angle of -0 degrees 15 minutes 40 seconds developed at the below described Beginning point and being more particularly described as follows:

Beginning at a 3/4" pipe found located at the Northeast corner of Lot 11, Cherokee Court Subdivision as recorded in Book B page 78 in the office of the Chancery Clerk of Forrest County, Mississippi having a MS State plane coordinate of N:662662.64 E:827440.90;

Thence South 00 Degrees 39 Minutes 32 Seconds East 15.00 feet to a #5 rebar and cap set;

Thence North 89 degrees 00 minutes 38 seconds West 55.92 feet to a #5 rebar and cap set;

Thence North 89 Degrees 38 Minutes 18 Seconds West 7.0 feet to a #5 rebar and cap set;

Thence North 00 Degrees 21 Minutes 42 Seconds East 16.55 feet to a #5 rebar and cap set;

Thence South 87 Degrees 39 Minutes 32 Seconds East 62.68 feet to the POINT OF BEGINNING;

Legal Description Temporary Construction Easement:

A proposed Temporary Construction easement containing 0.018 acres (797 square feet), more or less, situated in part of Lot 11 Cherokee Court Subdivision as recorded in Book B page 78 in the office of the Chancery Clerk of Forrest County, Mississippi .The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997817, a convergence angle of -0 degrees 15 minutes 40 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a 3/4" pipe found located at the Northeast corner of Lot 11, Cherokee Court Subdivision as recorded in Book B page 78 in the office of the Chancery Clerk of Forrest County, Mississippi having a MS State plane coordinate of N:662662.64 E:827440.90; thence South 00 degrees 39 minutes 32 seconds East 15.0 feet to a #5 rebar and cap set (N:662647.64 E:827441.08) marking the POINT OF BEGINNING;

Thence South 00 Degrees 39 Minutes 32 Seconds East 108.10 feet;

Thence North 87 Degrees 45 Minutes 05 Seconds West 5.01 feet;

Thence North 00 Degrees 39 Minutes 32 Seconds West 102.98 feet;

Thence North 89 Degrees 04 Minutes 49 Seconds West 51.00 feet;

Thence North 00 Degrees 21 Minutes 42 Seconds East 5.07 feet to a #5 rebar and cap set;

Thence South 89 Degrees 00 Minutes 38 Seconds East 55.92 feet to the POINT OF BEGINNING.



3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

Proposed Right-of-Way Take
for
Hub Development LLC
City of Hattiesburg, Forrest County, Mississippi
ppin 41471

DRAWING No.:NS16886_HUB 3.dwg JOB No.:NS.16886.000

DRAWN BY: J. Byrd CHECKED BY: J. Black

SCALE: 1"=50' DATE: 12/12/2022 SHEET 1 of 1

Items for City of Hattiesburg Agenda:

Adopt resolution declaring a portion of property identified as Forrest County Parcel PPIN 26510 and PPIN 41471 necessary for public use, establishing just compensation and authorizing the mayor to make a fair market value offer to Hub Development, LLC, and any and all interest holders in said property, and to acquire rights to the property from all interest holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.

RESOLUTION

WHEREAS, upon careful consideration, the City of Hattiesburg, Mississippi, (hereinafter “City”), acting by and through the City Council, has determined it to be in the best interests of the citizens of the City to construct improvements in Midtown Hattiesburg, including on and adjacent to Arlington Loop, 30th Avenue and 31st Ave, located within the City limits; and

WHEREAS, to accomplish this project, the City finds it necessary to acquire for public use all or part of certain property belonging to the following landowners or their successors in title and/or other parties interested in said property which is more particularly described as Forrest County PPIN 26510 and 41471 and in the construction plans for the project, which plans are made a part hereof by reference; and

WHEREAS, an appraisal of the subject property was conducted by Zac Fairley Appraisals & Consulting, a licensed real estate appraiser, on April 26, 2023, showing the fair market value of the interests to be acquired to be \$38,135, said appraisal being attached hereto as Exhibit “A”; and

**Forrest County Parcels PPIN 26510 and 41471
Hub Development, LLC**

NOW, THEREFORE, LET IT BE KNOWN THAT the appraisal by Zac Fairley Appraisals & Consulting, a licensed real estate appraiser, on April 26, 2023, of said property is approved, and the appraised value of \$38,135 for the interests to be acquired is acknowledged to be just compensation for said parcel, and the Mayor or his representative is authorized to make a Fair Market Value offer to the owner(s) of said parcel, and, if accepted, the Mayor is authorized to execute any and all documents required to complete said transaction, including the issuance of a manual check in payment.

The above and foregoing Resolution, having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and adopted by the following vote:

YEAS: NAYS: ABSENT:

The President thereby declared the motion carried and the Resolution adopted this the
__ Day of June, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the
Mayor, this the __ Day of June, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Establishment of Just Compensation Offer

The property that is the subject of this offer of just compensation is as follows:

Owner: Hub Development, LLC
PPIN: 26510 and 41471 (the area(s) to be acquired as shown on Exhibit A)
Project No: DECD-0018(36)BO
County: Forrest

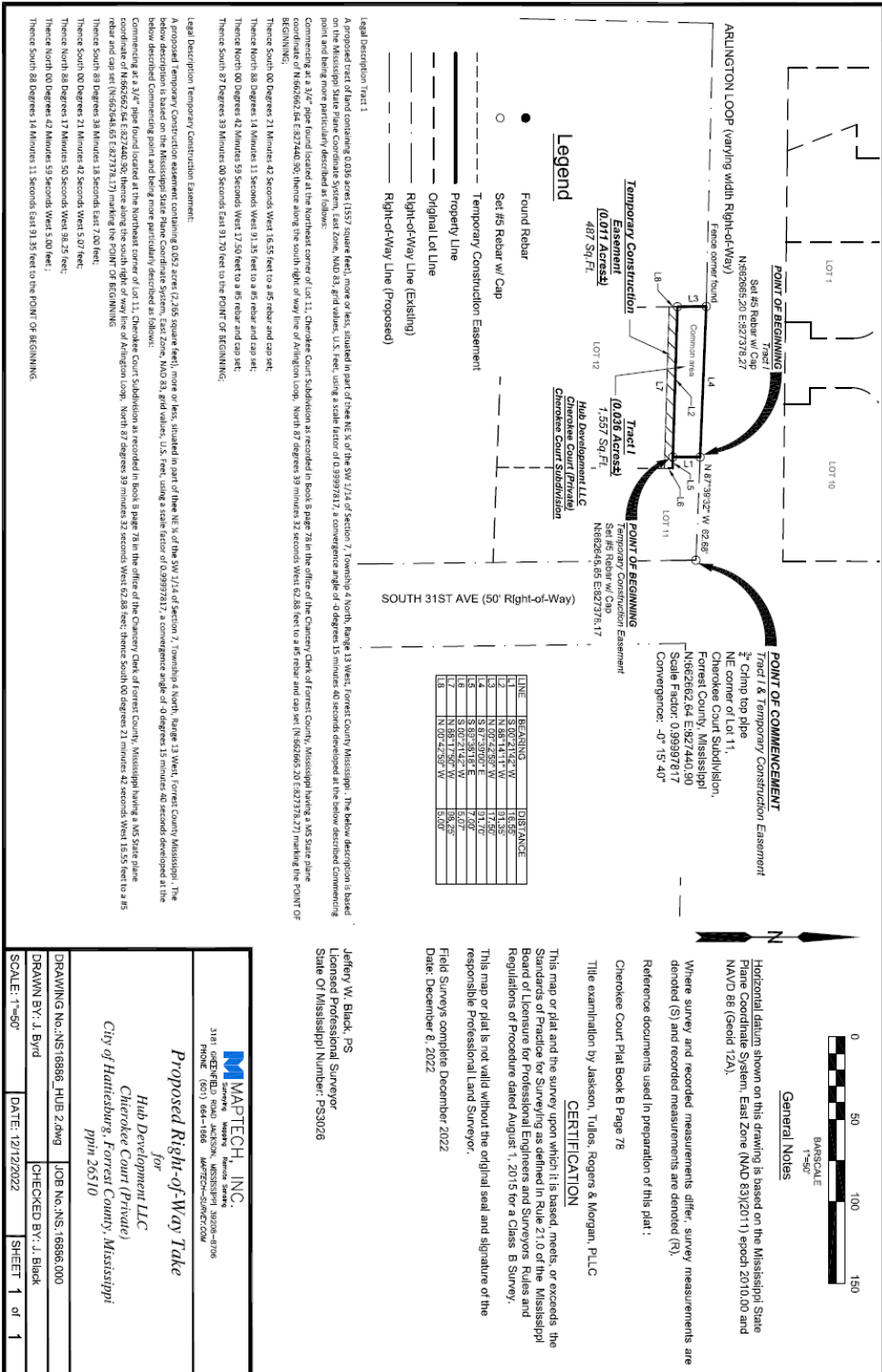
Under the authority conveyed to me by the Hattiesburg City Council, and based on the recommended appraisal for the above-named property, which is inclusive of all compensable interests, I, *Toby Barker*, Mayor of the city of Hattiesburg, do hereby establish the City of Hattiesburg's offer of what is believed to be just compensation for the acquisition of the real property rights specified in Exhibit A hereto, in the amount of \$38,135.

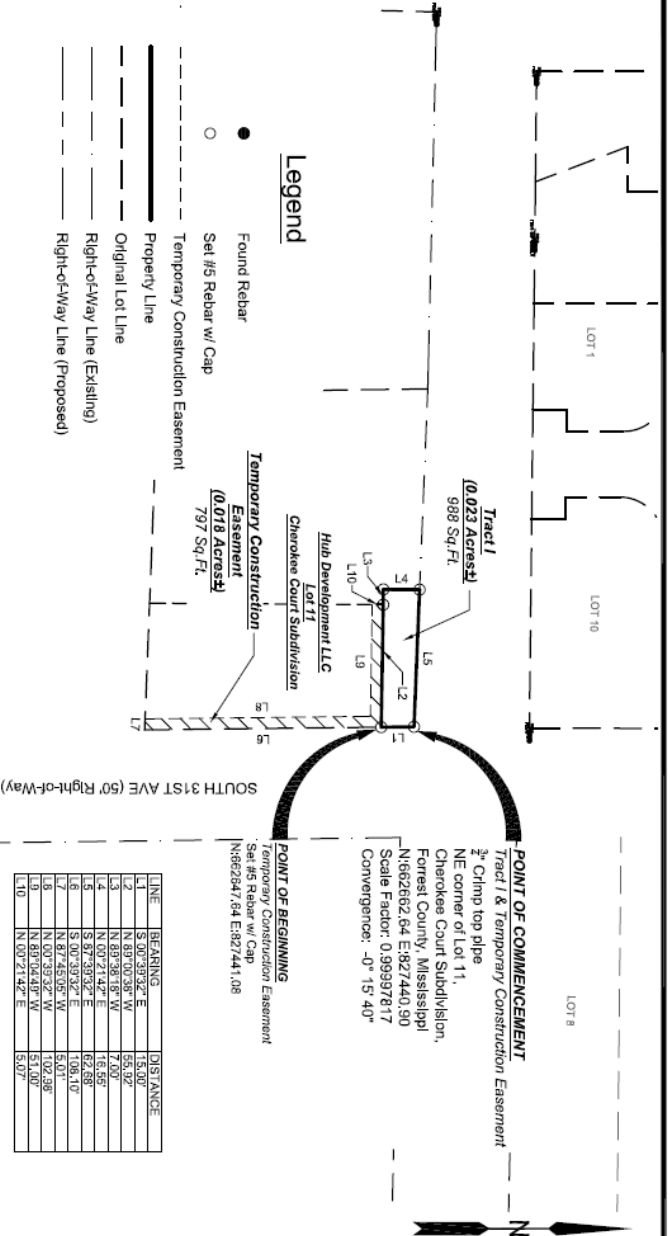
Signed_____ Date_____

NOTICE

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests/owners.

LEGAL DESCRIPTION





LINE	BEARING	DISTANCE
1	S 00°30'32\"	15.90'
2	N 89°00'28\"	55.92'
3	N 89°38'18\"	7.00'
4	N 00°21'42\"	16.55'
5	S 87°30'32\"	62.88'
6	S 87°43'05\"	15.01'
7	N 00°39'32\"	102.98'
8	N 89°04'40\"	51.00'
9	N 00°21'42\"	5.07'



General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83/2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat:

Cherokee Court Plat Book B Page 78

Title examination by Jackson, Tullos, Rogers & Morgan, PLLC

CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors' Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

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Field Surveys complete December 2022

Date: December 8, 2022

Jeffrey W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

MAPTECH, INC.
3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1566 MAPTECH@MAPTECH.COM

Proposed Right-of-Way Take
for
Hub Development LLC
City of Hattiesburg, Forrest County, Mississippi
ppin 41471

DRAWING No.: NS16886_HUB 3.dwg

DRAWN BY: J. Byrd

CHECKED BY: J. Black

DATE: 12/12/2022

JOB No.: NS16886.000

SHEET 1 of 1

APPRAISAL REPORT

Parcel Number(s) (PPIN 26510 & 41471)
Owner Hub Development, LLC
Occupied / Leased Vacant
County Forrest
Project Description Midtown Streetscape Project
Effective Date of the Appraisal 04/26/2023
Report Date 05/29/2023
Report Requested for Original Appraisal

Prepared For



The City of Hattiesburg
c/o Ann Jones, Chief Administrative Officer
P.O. Box 1898
Hattiesburg, MS 39403

This Appraisal Report Was Prepared By



ZAC FAIRLEY APPRAISALS & CONSULTING

601-466-2750 ZFAPPRaiser@GMAIL.COM

Possession of this report does not carry or imply a right of use and/or publication. This real property appraisal report is the property of the City of Hattiesburg and may not be utilized or cited in whole or in part without the express written consent of an authorized agent or official of the City of Hattiesburg.

Table of Contents

Appraisal Report	2
Property Owner Contact Record	2
Summary of Facts and Findings	3
Certificate of Appraiser	4
Appraisal Scope of the Work	5
Identification of Client and Intended Users	5
Intended Use of the Appraisal Report	5
Purpose of the Appraisal	5
Parameters of Data Search	5
Extent of Property Inspection	5
Valuation Process	6
Property Rights Appraised	6
Fair Market Value Defined	6
Assumptions and Limiting Conditions	7
Extraordinary Assumptions and Hypothetical Conditions	8
Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)	9
Area & Neighborhood Data	11
Site Description	12
Whole Tract and Larger Parcel Declaration	19
Highest and Best Use Analysis	22
Ownership History and Tax Information	23
Approaches to Value	24
Sales Comparison Approach – (Land) – Before Value	26
Explanation of Adjustment-(Land)	1
Final Reconciliation of Value	3
Addenda	4
Terms and Definitions	5
Legal Description(s)	15

Appraisal Report

Parcel No. (PPIN 26510 & 41471)
County Forrest
Project No. (new) Midtown Streetscape Project
Owner(s): Hub Development, LLC
c/o Joel Ingram, Owner
Address: 2901 W. Arlington Loop
Phone: 601-270-9590
Hattiesburg, MS 39401

Estate Appraised: ☒ Fee Area of Whole Tract **12,120 Sq. Ft.**
☒ Easement Area of Remaining Tract **9,575 Sq. Ft.**
☐ Other Area to be Acquired **2,545 Sq. Ft.**

Parcel ID	PPIN	Permanent Easement	Temporary Easement
2	26510	1,557 SQ. FT	487 Sq. Ft.
3	41471	988 SQ. FT	797 Sq. Ft.
	TOTALS	2,545 SQ. FT.	1,284 Sq. Ft.

Within the scope of the assignment and consistent with USPAP Standard Rules 1 and 2-2, the following analyses, opinions and conclusions have been developed and are reported in this **Appraisal Report**.

Property Owner Contact Record

Subject Property Inspection Dates: April 26th, 2023

The property owner or their designated representative **was** offered an opportunity to accompany the appraiser performing this appraisal during the appraisal inspection of the property. A Right of Way Acquisition Guide deilevered **to the property representative** on April 26th, 2023. *(If opportunity was not offered, explain in comments)*

Contact Comments	
A State Aid Right of Way Acquisition Guide and plats of the property were presented to the property owner, Joel Ingram, on April 26th, 2023 during the site visit. During this meeting, we discussed the project plans and walked the acquisition areas. Mr. Ingram expressed concerns regarding the limited utility of Lot 11 (Cherokee Court S/D) in the after condition. The site visit was documented with photographs.	
Is the Property being Leased or Rented? ☐ Yes ☒ No	
Lessor:	Lessee:
Terms of Lease:	

Date 05/29/2023

Appraiser (sig.)



(name)
(License)

Zachary H. Fairley
Certified General Real Estate Appraiser, GA-1418

Summary of Facts and Findings

Project No. Midtown Streetscape Project	Parcel No. (PPIN 26510 & 41471)
Property Owner: Hub Development, LLC c/o Joel Ingram, Owner Address: 2901 W. Arlington Loop, Hattiesburg, MS 39401 Phone: 601-270-9590	
Identification of the Property Appraised:	<i>Brief description of property identification, such as Section, Township, Range, Lot and Block, Street Address, etc.</i>
The property is identified as the ingress/egress easement and greenspace area of Cherokee Court, as well as, Lot 11 of Cherokee Court Subdivision, in the City of Hattiesburg, Forrest County, Mississippi	
Estate Appraised:	<i>(Fee, Easement, Other)</i>
Fee Simple; Temporary Easement	
Size of the Whole Tract (Before):	12,120 Sq. Ft.
Size of the Remaining Parcel (After):	9,575 Sq. Ft.
Size of the Area to be Acquired:	2,545 Sq. Ft. – Permanent Acquisiiton 1,284 Sq. Ft. – Temporary Easement
Highest and Best Use Before (Whole Tract):	Residential Development
Highest and Best Use After (Whole Tract):	Rommercial Devleopment
Size of the Larger Parcel(s) <i>(If different from the Whole Tract)</i>	N/A
Highest and Best Use of the Larger Parcel(s)	N/A
Unit Value of the Land (Before)	\$13.00/Sq. Ft.
Unit Value of the Land (After)	\$13.00/Sq. Ft.
Improvements:	<i>(Briefly describe the improvements, such as, single family house, shed, barn, etc.)(List any personal property not covered in the appraisal report.)</i>
The property is a vacant residential lot. There are several landscaping trees located in the proposed acquisition area.	

Total Before Value:	\$159,720
Total After Value:	\$121,585
Just Compensation:	\$38,135

Effective Date of the Appraisal:	04/26/23
Date of Report:	05/29/23

Certificate of Appraiser

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct; The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and legal instructions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions;

I have no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved;

Neither my engagement or my compensation for completing this appraisal assignment was contingent upon my developing or reporting a predetermined result, predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;

The real property appraisal documented in this appraisal report was completed in accordance with the Laws of the State of Mississippi, the real property appraisal documented in this appraisal report was completed in conformity with the standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP).

This appraisal conforms with the appropriate State laws, regulations, policies, and procedures applicable to the appraisal of rights of way for highway purposes;

Unless expressly stated otherwise in this report, I made a personal inspection of the property appraised and the property owner, or his/her designated representative, was given the opportunity to accompany me on the inspection;

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property;

Unless expressly stated otherwise in this report, no one provided significant professional assistance to me in the performance of this appraisal;

I have not performed any services regarding the subject property by the appraiser within the three (3) year period immediately preceding acceptance of the assignment, as an appraiser or any other capacity; If applicable:

I have not revealed the findings and results of this appraisal report to anyone other than the proper officials of the City of Hattiesburg, and I will not do so until authorized by the property authorities or until required by law.

Based upon my independent appraisal and the exercise of my professional judgment, it is my opinion that the valuation of the subject property is as follows:

Fair Market Value of the Whole Tract (as defined in this report)	Before	\$159,720
Fair Market Value of the Remainder Property	After	\$121,585
The difference between the Fair Market Value of the whole tract and the remainder is		\$38,135

as of 04/26/23, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Date 5/29/2023

Appraiser (sig.)



(name)

Zachary H. Fairley

(License)

State Certified General Real Estate Appraiser, GA-1418

Parcel No. Parcels 2 & 3

Project No. Midtown Streetscape Project

Unimproved Property Appraisal Report (Revised: 2014)

Page 4

Appraisal Scope of the Work

Identification of Client and Intended Users

The City of Hattiesburg requested appraisal of the property described in this report. The intended user of this appraisal report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein.

Intended Use of the Appraisal Report

The facts, analyses, opinions, and conclusions contained in this appraisal report establish an estimate of just compensation, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation in this appraisal report includes the fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi, and, upon determination by appraisal review that this appraisal report complies with all applicable standards and requirements, serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the “real property” described herein.

Purpose of the Appraisal

The purpose of the appraisal is to render an opinion as to the Fair Market Value of specified real property as of the stated date and, through application of the Before and After Rule as prescribed under the laws of the State of Mississippi, the valuation of the remainder of specified real property. The difference between these two valuations is the value being sought by the client and is reported to the client as the “opinion of just compensation”.

Parameters of Data Search

The scope of the assignment is to collect and verify as completely as possible, comparable sales, and rentals, if applicable, from within the subject area, or other areas that, in the opinion of the appraiser, are reasonably comparable to the subject area, so that a value conclusion may be derived.

Sources of the data, utilized for this appraisal, include county deed records, real estate brokers, real estate appraisers, and other individuals knowledgeable in the local real estate market and, as applicable and appropriate, other individuals knowledgeable in specific types of property. One or more of the principals involved in the transactions, grantor, grantee, attorney, financier, broker of the transaction, or their representatives, have verified the market sales used in this report. Mississippi is a non-disclosure State. Other than the recordation of a deed, there is no legal requirement for grantors, grantees, or other parties to a transaction, to disclose any information relative to the transfer of real property. Since there is no legal requirement for the deed to include the transaction price when it is recorded, it is possible that there are transactions for which purchase price data could not be obtained.

Extent of Property Inspection

Per the **USPAP Scope of Work Rule**, “*The report must contain sufficient information to allow intended users to understand the scope of work performed*”. The extent of the subject property inspection, including interior and exterior areas, is required content of the appraisal report per the USPAP scope of work rule and per guidance from the FHWA regarding requirements for scope of work. The “extent of the inspection process” includes, but is not limited to: a declaration as to the part or parts of the property that were actually viewed or not viewed during the inspection; for structures and other improvements, whether such items were physically measured by the appraiser, whether interior and/or exterior inspection was performed for each item, and a declaration regarding the level of detail associated with the inspection of tangible property. The following is a description of the extent of the inspection performed on the subject property for this appraisal assignment

The property was inspected on April 26, 2023 by Zachary Fairley (GA-1418). This inspection involved an inspection of the acquisition areas and temporary easements. There are several landscaping trees located in the proposed acquisition or easement areas. Photographs were documented from the site visit.

Valuation Process

The data obtained is to be analyzed, when appropriate, via the Cost, Income, and Sales Comparison Approaches to Value, with appropriate support for any adjustments made and the value conclusions. The values derived via these three approaches, if applied, are then reconciled into final opinions of value for the subject property for both the before condition and after condition, respectively. The just compensation opinion thus derived by this process encompasses the value of the partial acquisition, improvements within the acquisition, damages to the remainder (if any), including any curative costs impacted by the acquisition in accordance with the Uniform Act and the Laws of the State of Mississippi.

Property Rights Appraised

The property rights appraised in this report consist of fee simple, and, as applicable and appropriate, easement, leased fee, and leasehold interest(s).

“Fee Simple Estate” is defined by *The Dictionary of Real Estate Appraisal*, 4th Edition, copyright 2002, page 113, by the American Institute of Real Estate Appraisers as being:

“Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.”

“Easement” is defined in *The Dictionary of Real Estate Appraisal*, copyright 2002, 4th Edition, page 90, by the American Institute of Real Estate Appraisers as being:

“An interest in real property that conveys use, but not ownership, of a portion of an owner’s property.”

“Leased Fee Interest” is defined in *The Dictionary of Real Estate Appraisal*, copyright 2002, 4th Edition, page 161, by the American Institute of Real Estate Appraisers as being:

“An ownership interest held by a landlord with the right of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the lessee are specified by contract terms contained within the lease”.

“Leasehold Interest” is defined in *The Dictionary of Real Estate Appraisal*, copyright 2002, 4th Edition, page 162, by the American Institute of Real Estate Appraisers as being:

“The interest held by the lessee (the tenant or renter) through a lease transferring the rights of use and occupancy for a stated term under certain conditions”.

Property Estate(s) Appraised:	<i>List and describe, if necessary, the property right(s) appraised (i.e., fee simple, easement, other)</i>
Fee Simple, Temporary Easement	

Fair Market Value Defined

Fair Market Value is value in exchange. It is “the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress”. (See the *Terms and Definitions* section of this report for the source of this definition)

Assumptions and Limiting Conditions

This appraisal is subject to the following underlying assumptions and limiting conditions:

The appraiser(s) certifies that to the best of his or her knowledge and belief, the statements contained in this appraisal report, subject to the limiting conditions set forth below are correct.

This appraisal is of the property described in this report.

The appraiser(s) has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader in visualizing the property.

Certain information in this report was obtained from and/or furnished by sources believed to be reliable; however, the absolute accuracy of information is not guaranteed. If relevant information or errors come to the attention of the appraiser, the appraiser reserves the right to change, alter, revise, or void the opinions contained in this report in part or in their entirety.

Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg. This report is to be used in its entirety. The appraiser is not responsible if any part of this report is used to the exclusion of the remainder.

We are not familiar with any engineering studies made to determine the bearing capacity of the land or that indicate any mineral contents of a significant nature.

The appraiser(s) has no knowledge of the existence of hazardous materials on the property unless otherwise stated in this report. The appraiser, however, is not qualified to detect such substances. The presence of any such substances, which may be potentially hazardous materials, may affect the value of the property. However, as directed by the client, the City of Hattiesburg, this value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value.

To the best of our knowledge no portion of the value assigned to the subject property is for items, which are non-compensable according established laws.

This property has been appraised as though free of all liens, unless otherwise stated herein. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered herewith. Good title is assumed.

Certain background and other relevant information applicable to the appraisal of this property and for this appraisal report is given in the project data brochure, which is incorporated herein by reference.

This appraisal was performed within requirements of regulation, law, and supplemental appraisal standards that are applicable to appraisals performed for governmental acquisitions and thus, certain valuation opinions and conclusions stated in this appraisal report are affected by these requirements. Applicable Mississippi Law is found at Mississippi Code Section 65, Section 43, Section 11, and also found in certain published decisions of the Mississippi Supreme Court as they pertain to property acquisition by Eminent Domain.

The reported value estimate assumed no impact on value because of "Section 404 wetlands", as defined by the U. S. Army Corps of Engineers. The client is urged to seek advice of an expert to determine any potential impact on wetlands on the property.

There are no additional assumptions and limiting conditions applicable to this appraisal.
--

The parent tract was estimated to be +/-12,120 square feet, more or less. This should be considered an exact acreage, as a survey was provided. The acquisition areas are exact measurements provided from the project engineer.
--

The appraiser reserves the right to alter his opinion of value following the submission of a total survey or acreage clarification
--

Extraordinary Assumptions and Hypothetical Conditions

Standard Rule 1-2(g) and (h) and Standard Rule 2-2 (a)(viii) and (b)(viii) of the *Uniform Standards of Professional Appraisal Practice* require the appraiser to identify and state all extraordinary assumptions and hypothetical conditions when developing and reporting an appraisal.

USPAP defines extraordinary assumption as “an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser’s opinions or conclusions. “ An extraordinary assumption presumes as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

USPAP defines hypothetical condition as “that which is contrary to what exists but is supposed for the purpose of analysis.” A hypothetical condition assumes conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

An appraiser cannot make an assumption or accept an instruction that is unreasonable or misleading, nor can an appraiser make an assumption that corrupts the validity of the value estimate. Written legal instructions that have proper foundation must be accepted and must be included in the appraisal report.

Following, if applicable, are all extraordinary assumptions and/or hypothetical conditions that affected the analyses, opinions, and conclusions of this report which are explained in the scope of work:

Following, if applicable, are appraiser instructions that affected the analyses, opinions, and conclusions of this report:

If applicable there are no temporary easement assumptions.

Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)

If professional assistance was provided to the appraiser the name of the individual(s) providing such assistance must be stated below. This includes both professional appraisal assistance and providers of subsidiary assistance, e.g., appraisers, registered foresters, architects, attorneys, planning and permitting consultants, engineers, cost estimators, marketing consultants, etc., etc.

If applicable, the following is a description of any necessary or appropriate steps that were performed in the completion of this appraisal assignment that were not previously noted in the scope of work, including a list of the individual(s) providing professional assistance and the type and extent of assistance provided.

A plat of the proposed acquisition area was provided by Maptech, Inc.. I have relied on the acreage from the plat to determine the size of the proposed acquisition and easement areas.

Declaration of Jurisdictional Exception to the Uniform Standards of Professional Appraisal Practice

In conformity with the requirements of USPAP Standard Rule 2-1(a, b, & c), this section of the appraisal report references those specific laws and regulations that prescribe methods and procedures of appraisal and appraisal reporting contrary to that required by USPAP. Application of the Jurisdictional Exception Rule of the USPAP is hereby declared.

Linking Estimate of Value to Specific Exposure Time –

USPAP Standards Rules 2-2(a)(v) & 2-2(b)(v) and clarifying comments contained in SMT-6 require the declaration of a market exposure time. Under Federal appraisal standards, “exposure time” statements are not permitted to appear in appraisal reports prepared for governmental acquisitions. Therefore, pursuant to the authority conveyed to the MDOT through Miss. Code, Sec. 65-1-8 all real property appraisals prepared for the MDOT, whether by staff employees or contracted fee appraisers, shall invoke a Jurisdictional Exception to the requirements of USPAP 2-2(a)(v) and 2-2(b)(v).

Consideration of Land Use Regulations –

USPAP Standard Rule 1-3(a) requires analysis of the effect existing land use regulations and reasonably probable modifications to same. This requirement is contrary to Federal appraisal standards. All real property appraisals performed for the MDOT, whether by staff employees or contracted fee appraisers, must disregard any recent rezoning if such rezoning was a consequence of, or in anticipation of, the government project for which the appraisal is being conducted. Therefore, pursuant to the authority conveyed to the MDOT through Miss. Code, Sec. 65-1-8, all real property appraisals shall invoke a Jurisdictional Exception to the requirements of USPAP 1-3(a).

Consideration of Anticipated Public Projects –

USPAP Standard Rule 1-4(f) requires the appraiser to analyze the effect on value of anticipated public improvements located on or off the property appraised. The appraisal requirements of USPAP Standard Rule 1-4(f) are contrary to State and Federal Law regarding appraisals performed for government acquisitions. All real property appraisals performed for the MDOT, whether by staff employees or contracted fee appraisers must disregard any decrease or increase in the fair market value of real property caused by the government project for which the appraisal is being conducted.

Valuation by Market Approach Only (a.k.a. Sales Comparison Method):

Unless specifically prohibited by Law, the MDOT is empowered and directed by statute to adopt such procedures as are advisable and/or necessary for the purpose of obtaining or securing financial assistance, grants or loans from the United States of America, or any agency thereof. All real property appraisals performed for the purpose of governmental acquisitions within the scope of The Uniform Act are authorized to omit cost and income approaches to valuation where sufficient sales data exists to produce a reliable opinion of value by use of the Market Approach alone (*a.k.a. Sales Comparison Approach*).

Additions to the Scope of Work and Comments (<i>If necessary</i>)	

Area & Neighborhood Data

Area Defined	<i>Brief description of the subject area boundaries or general limits, including the county or counties, prominent cities and prominent geographic features, i.e. Interstate or U.S. Highways, navigable waterways, etc.)</i>		
The area is defined as the medical and commercial district in Midtown Hattiesburg outlined by Hardy Street and Highway 49, inside the city limits of Hattiesburg, Forrest County, Mississippi. U. S. Highway 49 is a main north/south thoroughfare in Hattiesburg. Hardy Street is the main commercial corridor running east to west across Hattiesburg, and lies about two blocks north of the subject.			
Subject Location	☒ Urban	☒ Suburban	☐ Rural
Population Growth Rate	☒ Increasing	☐ Stable	☐ Decreasing
Primary Shopping/Trade Center – Area	Hattiesburg		
Primary Shopping/Trade Center – County	Forrest		
Nearest Employment Center	Hattiesburg		

Neighborhood Defined	<i>(Brief description of the neighborhood area boundaries or general limits, including, if applicable, community name or other name reference utilized by area residents)</i>				
The neighborhood is essentially defined as Hardy Street to the north, Lincoln Road to the south, South 28 th Avenue to the east, and South 34 th Avenue to the west. Forrest General is the largest hospital between Jackson and the Gulf Coast. The neighborhood mostly consists of commercial, residential and medical uses. New developments in the area include the new FGH Cancer Center on South 28 th Avenue and Arlington Loop, the new red light project on the corner of Highway 49 and Camp Street, and the state of the art development of Jones Companies office headquarters under construction one block to the north. Highway 49 consists of mainly professional offices, small retail buildings, fast food and dine in restaurants as well as medical uses along the highway and along South 28 th Avenue. The South 28th Avenue corridor consists mainly of professional and medical offices affiliated with Forrest General Hospital or Hattiesburg Clinic. South 28th Avenue has experienced conversion from single family residential into medical use. Access to the neighborhood is considered great via Highway 49 and Arlington Loop. Highway 49 is the main north/south thoroughfare for traffic traveling from the northern portions of the city to the southern portions connecting Jackson to the Gulf Coast. The traffic count along Highway 49 is 26,000 cars with Arlington Loop consisting of 3,600 cars. The Midtown District is an upper end, high quality retail, commercial and residential district catering to the USM students, faculty, and surrounding Hattiesburg residents. Midtown Hattiesburg Master Plan is to create a walkable, workable, livable mixed use community that connects people to living, shopping, dining, entertainment, educational, medical, cultural, and recreational venues.					
Neighborhood Zoning	☒ Res.	☒ Comm.	☐ Ind.	☐ Other	☒ None
Neighborhood Utilities	☒ Elec.	☒ Gas	☒ Water		
	☐ All	☐ Part	☒ Sewerage		
	☐ Other				
Neighborhood Imp's	☐ Storm Sewer	☒ Crb/Gtr	☒ Sidewalk	☒ Street Lights	
	☐ Other				
Schools	Hattiesburg City Schools				
Recreational Facilities					
Fire	City of Hattiesburg				
Police	City of Hattiesburg				
Other					

Site Description

(Before – Acquisition - After)

Site Description — Before

An analysis of the subject site is particularly important in estimating its highest and best use and for separate valuation from the improvements. The following is a discussion of the subject site in the Before Condition.

Present Use of Site: Vacant Land

Legal Description of the Total Ownership: The ingress/egress easement area on and along Cherokee Court and Lot 11 of the Cherokee Court Subdivision in the City of Hattiesburg, Forrest County, Mississippi

Frontage/Access: The property is located on the southwest corner of Arlington Loop and South 31st Avenue intersection. The property has an access drive along Arlington Loop. South 31st Avenue borders the site to the west but does not have access.

Topography: Open; grassy lot.

Flood Plain and Drainage Data: According to flood map 28035C0104E, dated November 19th, 2021, the property does not lie within a designated flood zone.

Use Restrictions: RD-2; Residential Detached Building District

Site Improvements: Landscaping along Arlington Loop

Off-Site Public Improvements: Forrest General Hospital; University of Southern Mississippi

Adjacent Land Uses: Located to the north of the property is a variety of residential, retail, commercial, medical and professional office uses. A residential area lies to the south and west of the property along Arlington Loop. The Hattiesburg Clinic's main medical complex lies immediately to the east of the property.

Easements/Encumbrances: Easement for ingress and egress on and along Cherokee Court

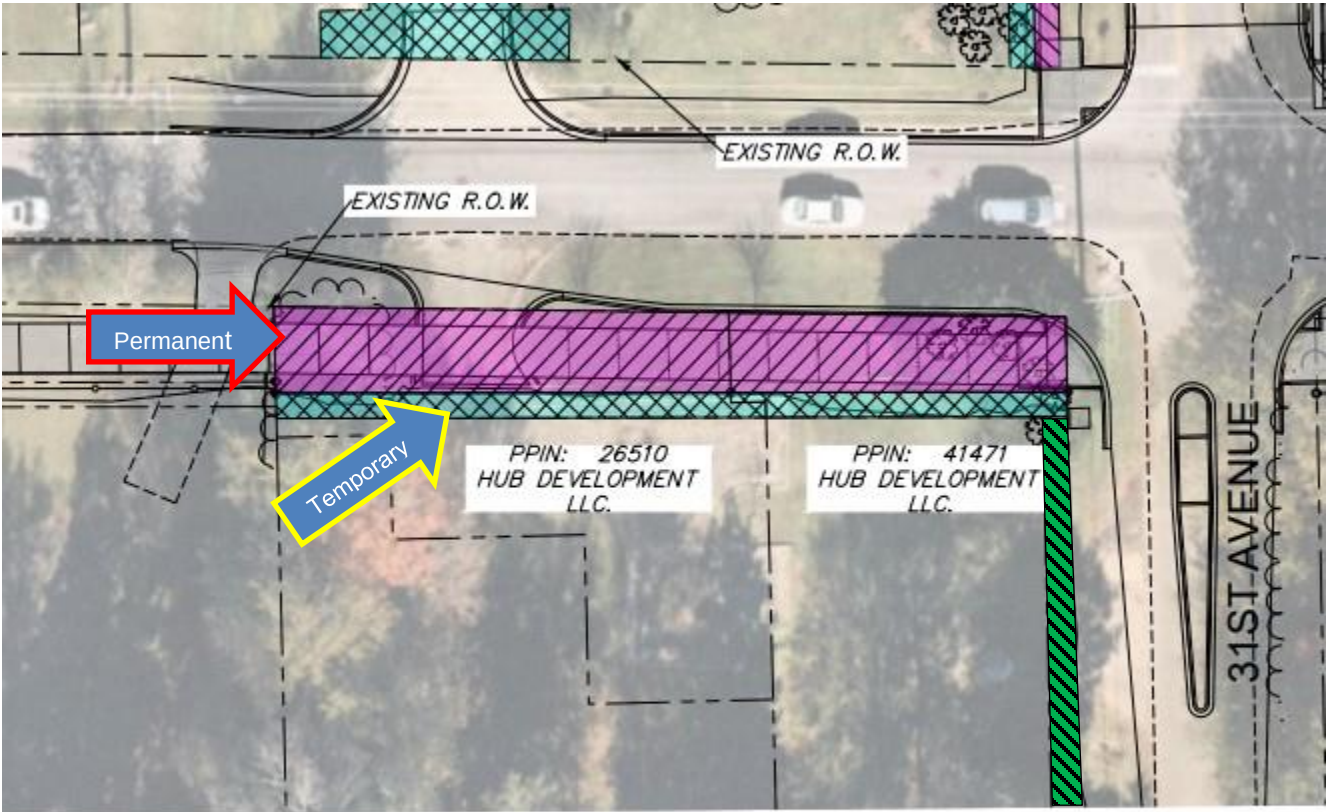
Utilities:

Utility Service	Supplier	Utility Service	Supplier
Electricity	MS Power	Sewer	City of Hattiesburg
Gas	Spire	Water	City of Hattiesburg
Garbage Collection	City of Hattiesburg	Telephone	AT&T

AERIAL PHOTO



ACQUISITION AREAS



REVISIONS		DRAWING INFORMATION		MIDTOWN STREETScape PROJECT	
DESCRIPTION		N-5 PROJECT NO.: NS.16886.02			
		FILENAME: 16886_ROW.dwg			
		SCALE:			
		SURVEYED BY: MAPTECH			
		DSGN: MME	DATE: 09/2022		
		DRWN: PAN	DATE: 09/2022		
		CHKD:	DATE:		
				CITY OF HATTIESBURG - FORREST COUNTY	
				HATTIESBURG, MISSISSIPPI	

Site Description — Area of Acquisition

Location: The property is comprised of a common greenspace area and two contiguous residential lots located in the Cherokee Court residential development. The permanent acquisition area is located along the northern lot boundary and Arlington Loop and contains total of 2,545 square feet.

In addition, there is a temporary easement “piggy-backing” the permanent acquisition area and also runs along the eastern boundary of Lot 11. This is a 1,284 sf temporary construction easement, that will be needed for 2 years. A summary of the acquisition areas is shown below

Parcel	PPIN	Permanent Easement	Temporary Easement
2	26510	1,557 SF	487 SF
3	41471	988 SF	797 SF
	TOTALS	2,545 SF	1,284 SF

Rights to be Acquired for Each Parcel: Fee Simple, Easement

Frontage and Access: Lots 11 and 12 have access from a shared access drive from Arlington Loop. South 31st Avenue fronts along the eastern boundary of Lot 11; however, it has no legal access.

Site Improvements located in the R.O.W.: Site improvements located within the acquisition area are eight (8) large ligustrum trees. These trees are typical landscaping for a residential site as they provide aesthetic value. Moselle Tree Nursery provided a quote for (8) 30 gallon, ligustrum trees at a cost of \$1,285, plus tax. In addition, a cost of \$500 for installation and labor, as well as, 15% for contingency was included. A total of \$2,156, rounded to \$2,160 has been compensated for the landscaping trees.

Right-of-Way Plat – Parcel 2 (PPIN 26510)

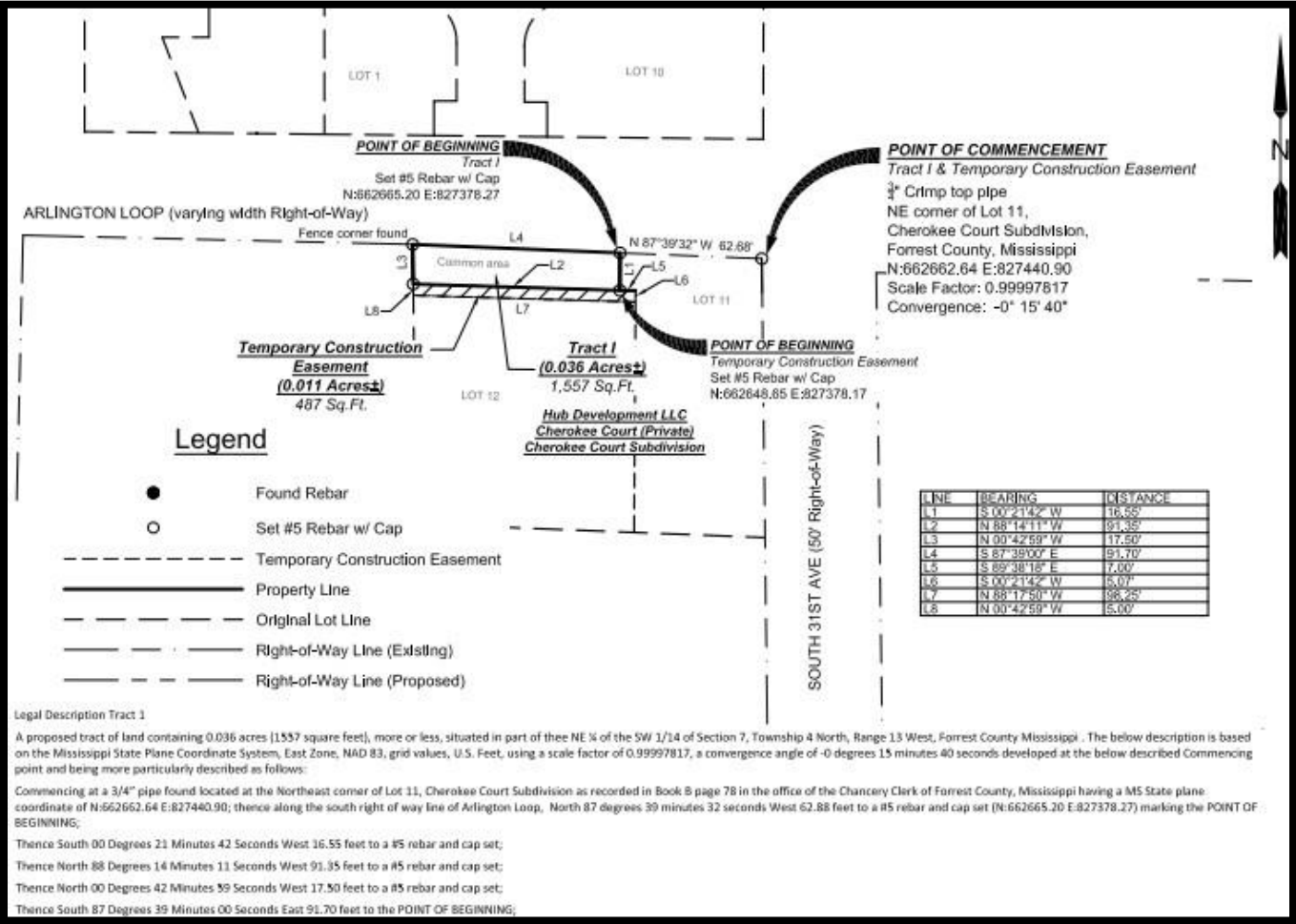
Site Description — Area of Acquisition

Location: This parcel is identified as common area or greenspace area for Lots 11 and 12 of Cherokee Court. The acquisition area is located along the northern lot boundary parallel with Arlington Loop.

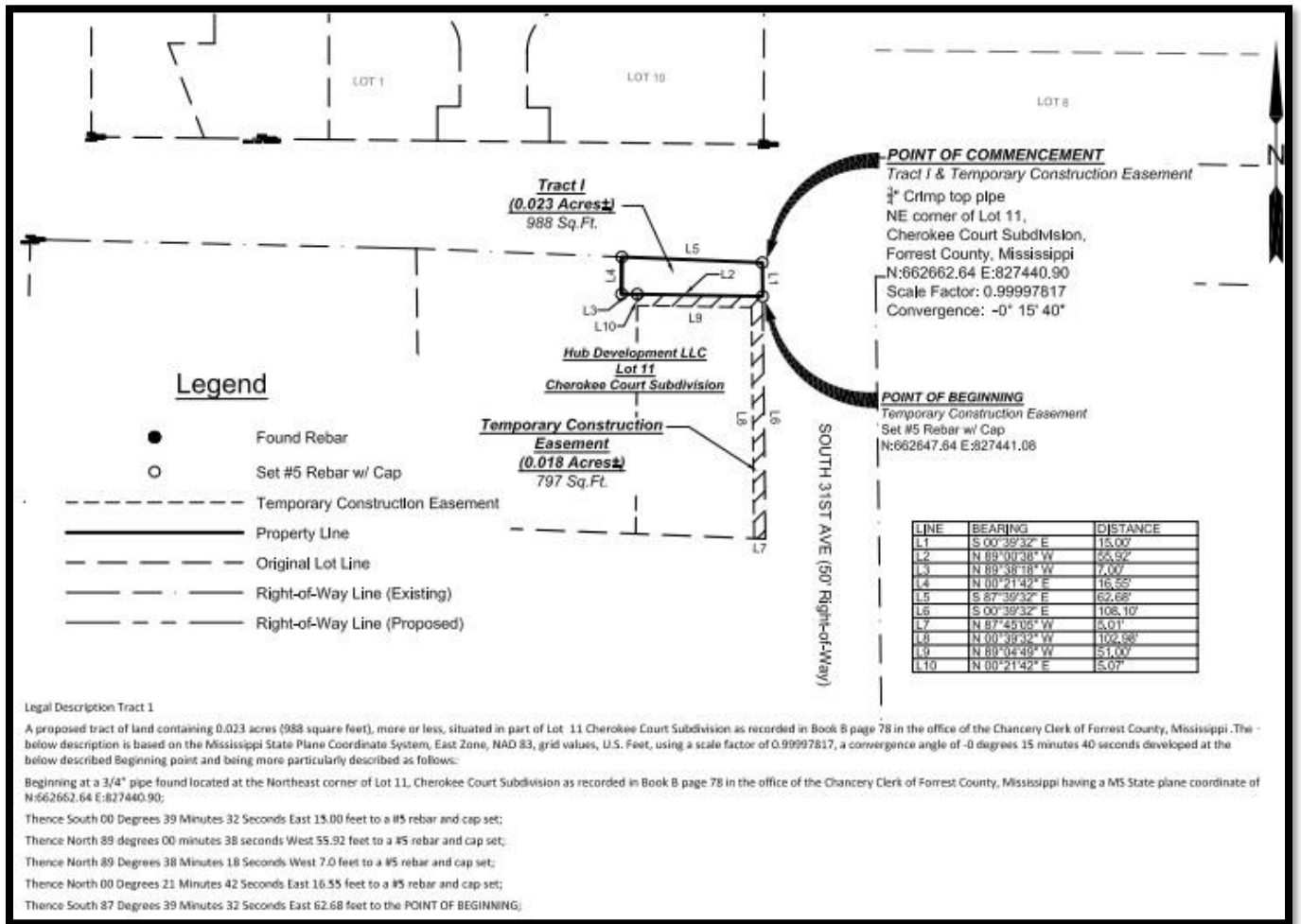
Dimensions/Area/Shape: The permanent easement area is rectangular shape. The easement area moves in a depth of 16.55' feet onto the property and contains 1,557 sf. The temporary construction easements "piggy-backs" the permanent easement area at a depth of 5 feet containing 487 square feet.

Site Improvements: Landscaping trees

Rights to be Acquired for Each Parcel: Fee Simple, Temporary Construction Easement



Right-of-Way Plat – Parcel 3 (PPIN 41471)



Site Description — Area of Acquisition

Location: This parcel is identified as Lot 11 of the Cherokee Court subdivision and contains 7,120 sf in the before condition. The acquisition and easement area is located along the north and eastern lot boundary fronting along Arlington Loop and South 31st Avenue.

Dimensions/Area/Shape: The permanent easement area is rectangular shape. The easement area moves in 15 feet onto the property and contains 988 sf. The temporary construction easements "piggy-backs" the permanent easement area at a depth of 5 feet containing 797 square feet.

Site Improvements: Landscaping trees

Rights to be Acquired for Each Parcel: Fee Simple, Temporary Construction Easement

Site Description — After

In the after condition, the greenspace area will contain +/-3,443 square feet. This area includes a common shared access drive for Lots 11 and 12. The parking area is not being affected and this parcel will have the same utility in the after condition.

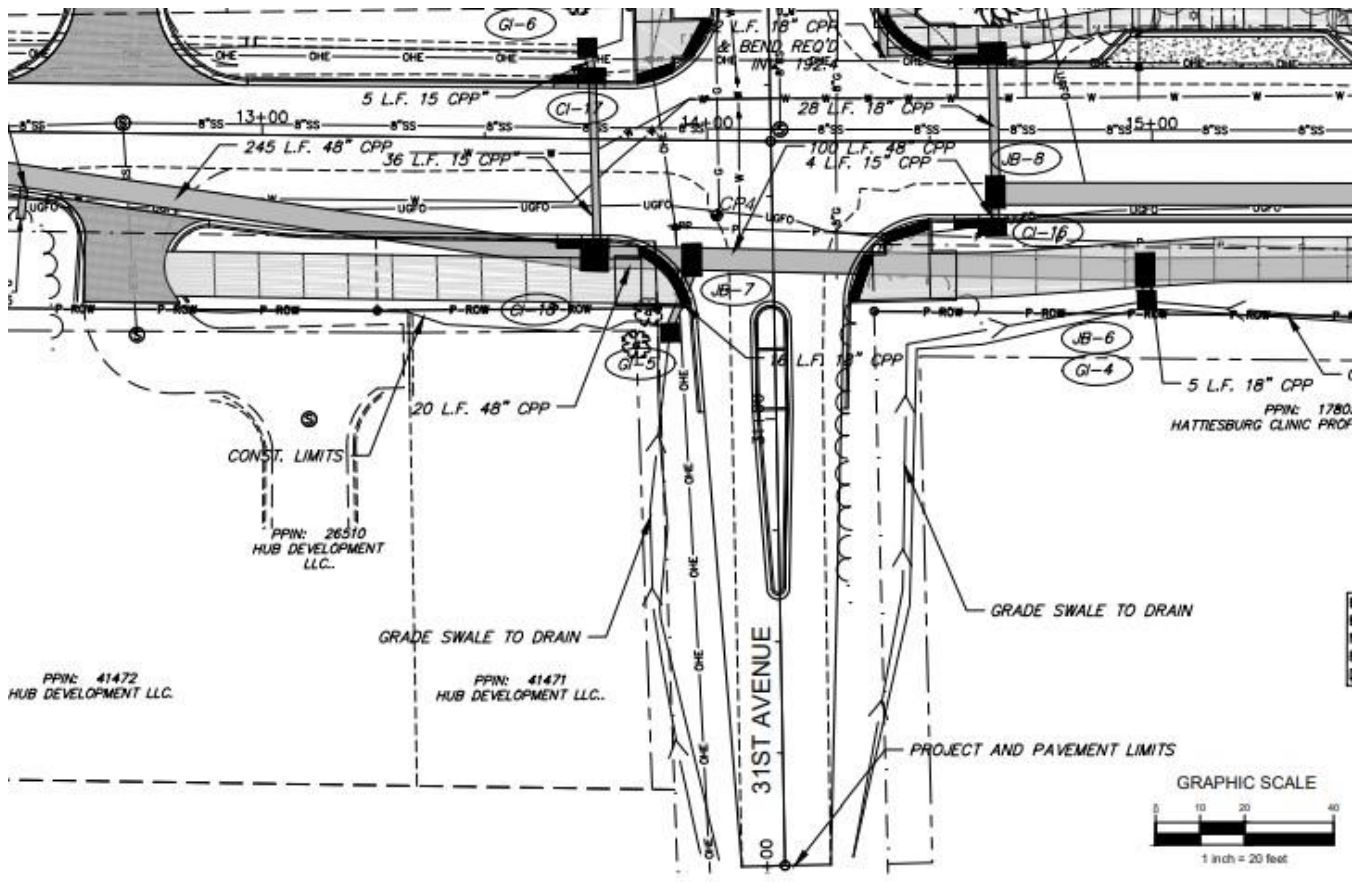
Lot 11 will have 6,132 square feet in the after condition. Considering zoning setback requirements, this lot will have similar utility in the after condition and no damages were noted.

Dimensions/Area/Shape: After the temporary easement use, the property will still have similar shape and area. The temporary easement will be required for 2 years, at which time there may be periods of limited access to the property.

The property is an undeveloped parcel and no damages for lack of use has been assigned during the construction period.

Frontage/Access: The property will retain the same public access and frontage in the after condition.

The overall utility will remain the same in the after condition and no damages were noted.



Photographs



Looking west along Arlington Loop from the access drive



Looking east along Arlington Loop at the proposed acquisition area



Western boundary of Lot 12



Landscaping trees located in the easement area



Acquisition area of Lot 11



NEC of the property from South 31st Avenue

Photographs



View of easement areas along Arlington Loop



View of the property from the SEC



Temporary Easement area along S. 31st Avenue



Looking south along S. 31st Avenue with the property to the right of photo



Southern lot boundaries from S. 31st Avenue



View of Lot 11 from the proposed easement area.

Whole Tract and Larger Parcel Declaration

Whole Tract Declaration

On those properties where the total ownership and the Larger Parcel are not one-in-the-same, it is possible for a property to contain several Larger Parcels (Highest & Best Use areas). The acquisition may affect more than one Larger Parcel (H&BU area), it is essential that there be a clear declaration by the appraiser as to what part and/or parts of the total ownership are being appraised. This section of the appraisal report declares exactly what was valued in the appraisal process and includes:

- The size of the contiguous total ownership provided to the appraiser by the City of Hattiesburg
- Declaration of the Larger Parcels (H&BU areas) within the total ownership that are unaffected
- Identification and delineation of the affected Larger Parcels (H&BU areas) described by the following methods as appropriate:
 - a. Clearly visible physical features- road, creek, ditch, fence, tree line, etc.
 - b. Subdivision boundary, Zoning line, corporate limits, county line, section line, etc.
 - c. Dimensioned area as determined by the appraiser

Total "Whole Tract" Declaration and Summary	(Ac./S.F.)
The "whole tract" of this report is the common area/green space for Lots 11 and 12 of the Cherokee Court subdivision, as well as, Lot 11 of Cherokee Court. The common area/green space is estimated to contain about 5,000 square feet. According to the plat, Lot 11 contains 7,120 square feet. Lot 12 is not being affected and was not valued in this report. The "whole tract" area valued in this report contains 12,120 square feet.	

Declaration of the Larger Parcel

There are three conditions or tests that are considered in determining the larger parcel, unity of ownership, unity of use, and contiguity. In certain instances, the larger parcel may not include all the lands that are contiguous and under identical ownership. In determining the larger parcel to be appraised, reliance on unity of ownership and unit of use will be given substantial weight. In determining the larger parcel, the following is noted:

Larger Parcel(s) Summary	(Dimensions, Size, and Use)
Same as above.	

Highest and Best Use Analysis

¹**Highest and best use** is defined in *The Dictionary of Real Estate Appraisal, Fourth Edition*, Copyright 2002, page 135, compiled by the Appraisal Institute as:

“The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity”.

The reasonable and probable use that will support the highest property value, as defined, as of the date of the appraisal. In order to arrive at a highest and best use estimate, the land is first analyzed as if vacant. Later, the total property, including any existing improvements, is analyzed. In estimating the highest and best use of the subject site, as if vacant and improved, you must first carefully study the existing land use patterns and trends in the area. In estimating the highest and best use of the subject property, the appraiser has considered very carefully the following factors:

1. The land and location is considered in relationship to the local area.
2. The physical characteristics of the land and improvements, including the land's overall size, shape, road frontage, topography, soil and sub-soil conditions and available utilities.
3. In analyzing the highest and best use of the subject, as applicable and appropriate, the Sales Comparison Approach, Cost Approach, and Income Approach are considered.

The procedure used in this report to estimate highest and best use of the subject site was to consider, in sequence, the site's utility, its legal use, its possible and most feasible use, and, finally, the optimum or highest and best use.

Highest and Best Use Analysis	(Address physically possible, legal permissibility, economic feasibility, maximal productivity, in Before & After for all larger parcels or whole tract as applicable)
Highest and best use is defined in the third edition of <i>The Dictionary of Real Estate Appraisal</i> (Appraisal Institute, Chicago, 1993), as follows:	
The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.	
Highest and best use analysis is a three-step process. The first step involves the highest and best use of a site as though vacant. The determination must be made to leave the site vacant or to improve it. If the conclusion is to improve the site, the second step is to determine the ideal improvement. The final step is a comparison between the ideal improvement and the existing improvement. At this point, the determination must be made to maintain the property in its present form or to modify the improvements to more closely conform with the ideal.	
Highest and Best Use as Though Vacant	
The subject is zoned RD-2, which is designed for residential townhouses with limited commercial uses permitted. The property is part of the Cherokee Court subdivision which is a 12 lot single-family residential development. Four of the lots are improved with houses. The subject zoning was changed following the Midtown District designation. Lot 11 and Lot 12 contain 7,120 sf and 7,037 sf respectively. It is well drained, with all municipal utilities available. Consequently, there are no physical limitations to prevent development of the subject site with any of the uses permitted by the RD-2 zoning. The highest and best use as vacant would be for residential development.	

¹ The phrase “*highest and best use areas*” or “*uses*” is from wording utilized by the Mississippi Supreme Court in its published eminent domain decisions. Reference of these phrases by the Court has been historically utilized in a manner equivalent to the phrase “*Larger Parcel*”. For additional information, please refer to the “*Terms and Definitions*” section of this appraisal report.

Ownership History and Tax Information

Ownership History

In developing a real property appraisal an appraiser must:

1. Analyze any current agreement of sale, option, or listing of the subject property, if such information is available to the appraiser in the normal course of business.
2. Analyze any prior sales of the subject property that occurred within the following minimum time period of five years.
3. Discuss below (as applicable) the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the data.
4. When there is a sale of the subject property to the current owner for an undisclosed price, the appraiser must state that he or she attempted to obtain the purchase price and other terms of the transaction without success. (If transaction price could not be verified please explain below.)

Ownership History					
Property Transactions during the last five years to Date:					
Date	Grantor	Grantee	Consideration	Book/Page	Ver.
2/06/2002	NA	Hub Development, LLC	WD	879/416	
Explanation: To the best of my knowledge, there has not been a conveyance in ownership of the subject parcels in the last five years.					

Tax Information			
Tax Parcel I.D. Number	PPIN – 26510	True Value – Land	\$5,530
	PPIN - 41471		\$16,000
Millage Rate		True Value – Improvements	
Property Assessment Rate			
Special Assessments			

Parcel No. Parcels 2 & 3 Project No. Midtown Streetscape Project

Approaches to Value

All standard techniques used by appraiser in estimating of market value can be grouped into the following three main approaches to value: 1) Sales Comparison Approach, 2) Cost Approach, and 3) Income Approach. One or more of these approaches are used in all appraisal assignments. Use of these approaches will depend on the type of property being appraised and quantity and quality of data available for analysis.

Sale Comparison Approach: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when comparable sales data are available.

Cost Approach: A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of, or replacement for, the existing structure; deducting depreciation from the reproduction or replacement cost; and adding the estimated land value, plus an entrepreneurial profit. Adjustments may then be made to the indicate fee simple value of the subject property to reflect the value of the property interest being appraised.

Income Approach: A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.

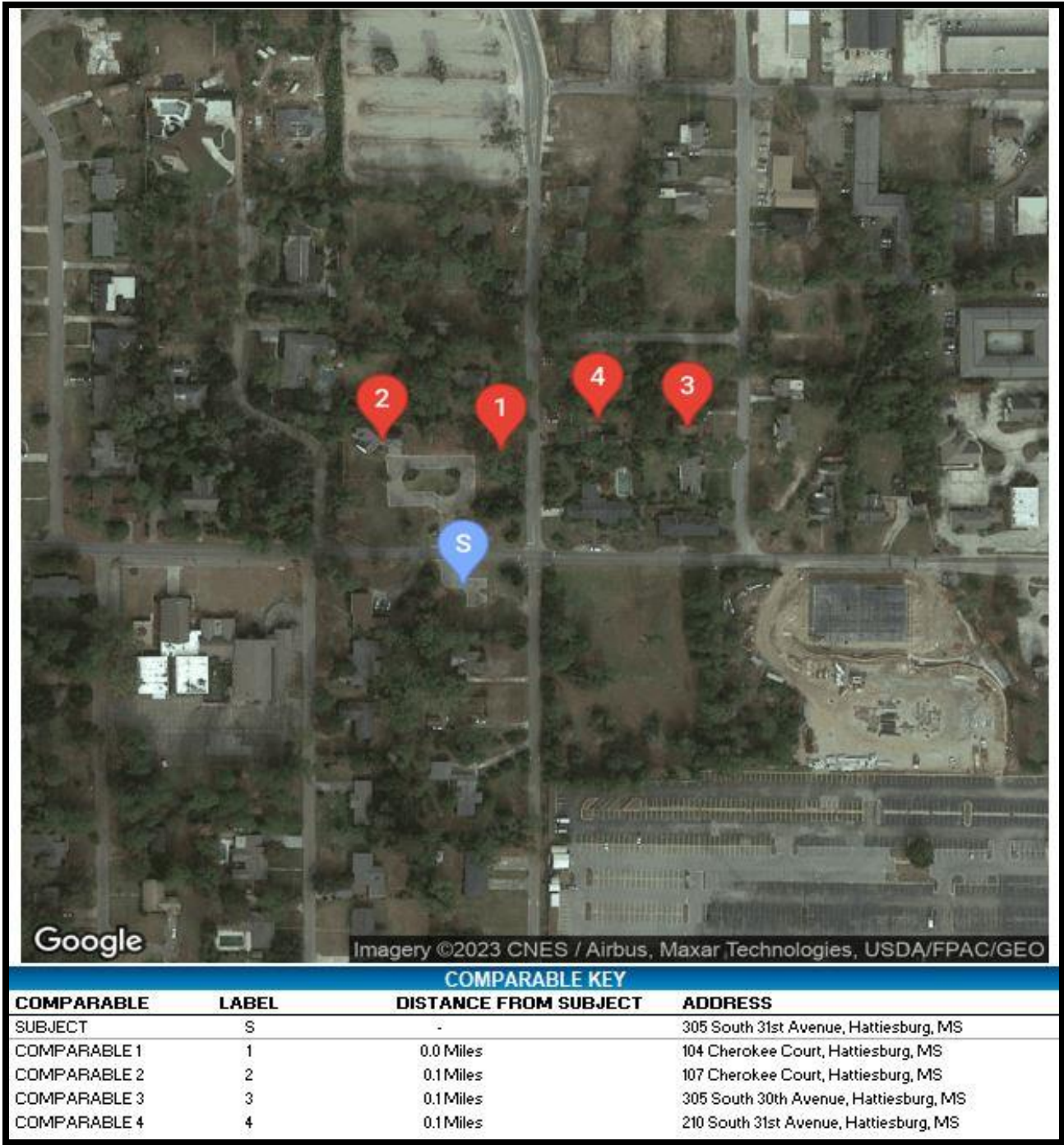
The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute

Approach to Value Utilized in this Appraisal Assignment Are:

☐ Cost Approach ☐ Income Approach ☒ Sales Comparison Approach

Reason(s) for excluding any of the usual approaches to value	
The sales comparison approach was the only applicable approach to arrive at just compensation for the loss of land. The cost and income approach to value would not apply.	
The value stated in this report is the value of the land only.	

Land Sales Map



Sales Comparison Approach – (Land) – Before Value

Land Sales Summary and Adjustment Grid					
Subject		Comparable 1	Comparable 2	Comparable 3	Comparable 4
Location:	S. 31st Ave. & Arlington	Cherokee Court	Cherokee Court	305 S. 30th Avenue	210 South 31st
City:	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg
County:	Forrest	Forrest	Forrest	Forrest	Forrest
Seller:		Hub Development	Hub Development	McMahan Holdings	Cotton Ross, LLC
Buyer:		Richard L. Conville	Frederick E. Varnado	Midtown Montevista	Midtown Montevista
Deed Book / Page		1286/266	1380/595	1379/278	1380/595
Date of Sale:		July-18	June-20	October-21	November-21
Sale Price:		\$25,000	\$75,000	\$190,000	\$190,000
Site Size (Sq. Ft.):	12,120	1,942.00	5,767.00	11,621.00	11,621.00
Unadjusted Price/Acre:		\$12.87	\$13.01	\$16.35	\$16.35
Adjustments					
Rights Transferred:	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financial Considerations	Market	Market	Market	Market	Market
Conditions of Sale:	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length
		0%	0%	0%	0%
Market Conditions - Time:		Stable	Stable	Stable	Stable
		0%	0%	0%	0%
Time Adjusted Cash Equiv. Price/SF:		\$12.87	\$13.01	\$16.35	\$16.35
Location:		Similar	Similar	Similar	Similar
		0%	0%	0%	0%
Site Size (Sq. Ft.):	12,120.00	1,942.00	5,767.00	11,621.00	11,621.00
		-5%	0%	0%	0%
Frontage/Access:	Arlington Loop	Similar	Similar	Similar	Similar
		0%	0%	0%	0%
Topography:	Open; Grassy	Wooded	Similar	Similar	Similar
		5%	0%	0%	0%
Zoning	RD-2	RD-2	RD-2	MX-3	MX-3
		0%	0%	-10%	-10%
Net Adjustments:		0%	0%	-10%	-10%
Adjusted Price/SF:		\$12.87	\$13.01	\$14.71	\$14.71

Sales Comparison Approach – (Land) – After Value

Land Sales Summary and Adjustment Grid					
Subject		Comparable 1	Comparable 2	Comparable 3	Comparable 4
Location:	S. 31st Ave. & Arlington	Cherokee Court	Cherokee Court	305 S. 30th Avenue	210 South 31st
City:	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg
County:	Forrest	Forrest	Forrest	Forrest	Forrest
Seller:		Hub Development	Hub Development	McMahan Holdings	Cotton Ross, LLC
Buyer:		Richard L. Conville	Frederick E. Varnado	Midtown Montevista	Midtown Montevista
Deed Book / Page		1286/266	1380/595	1379/278	1380/595
Date of Sale:		July-18	June-20	October-21	November-21
Sale Price:		\$25,000	\$75,000	\$190,000	\$190,000
Site Size (Sq. Ft.):	9,575	1,942.00	5,767.00	11,621.00	11,621.00
Unadjusted Price/Sq. Ft. :		\$12.87	\$13.01	\$16.35	\$16.35
Adjustments					
Rights Transferred:	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financial Considerations	Market	Market	Market	Market	Market
Conditions of Sale:	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length
		0%	0%	0%	0%
Market Conditions - Time:		Stable	Stable	Stable	Stable
		0%	0%	0%	0%
Time Adjusted Cash Equiv. Price/SF:			\$13.01	\$16.35	\$16.35
Location:			Similar	Similar	Similar
		0%	0%	0%	0%
Site Size (Sq. Ft.):	9,575.00	1,942.00	5,767.00	11,621.00	11,621.00
		-5%	0%	0%	0%
Frontage/Access:	Arlington Loop	Similar	Similar	Similar	Similar
		0%	0%	0%	0%
Topography:	Open; Grassy	Wooded	Similar	Similar	Similar
		5%	0%	0%	0%
Zoning	RD-2	RD-2	RD-2	MX-3	MX-3
		0%	0%	-10%	-10%
Net Adjustments:		0%	0%	-10%	-10%
Adjusted Price/SF:		\$12.87	\$13.01	\$14.71	\$14.71

SAME AS PREVIOUS

Explanation of Adjustment-(Land)

(Before and After)

ANALYSIS OF LAND SALES

The array of data suggests possible adjustments for various characteristics of each transaction in comparison with the subject site. This comparison of land sales to the subject property is the basis for determining a value indication of the subject site as though vacant. The analysis of these adjustments is found in the following paragraphs.

PROPERTY RIGHTS CONVEYED

All of the above land sales conveyed fee simple ownership, therefore, no adjustment is necessary.

FINANCING TERMS

None of the sales involved below market interest rates or seller financing. Therefore, no adjustments were made.

LOCATION AND ACCESS

The property is located at the intersection of S.31st Avenue and Arlington Loop in the Midtown District. Sales 1 and 2 are located in the same neighborhood. Sales 3 and 4 are located less than a block north of the subject along South 30th Avenue and South 31st Avenue and also considered similar in location.

SIZE

The subject is +/-12,120 square feet, more or less, and similar in size to Sales 2 - 4. Sale 1 is the purchase of the N1/2 of Lot 9 in the subject development and contains 1,942 square feet. Typically, the larger the land size, the lower price per unit. A downward adjustment for size is indicated by the sales. Therefore, downward adjustments were applied to Sale 1.

MARKET CONDITIONS

All of the sales were considered recent and occurred during similar market conditions.

CORRELATION

After adjusting the sales for its differences in size, location, etc, a range of values from \$12.87- \$14.71 per square foot is indicated. Since then, the neighborhood has seen an influx of commercial and retail demand in The District at Midtown. This is mixed-use development with retail, restaurants, hospitality, and townhomes. Also, Jones Companies is in the process of constructing a very large Class A office building located two blocks north of the subject. Sales 1 and 2 are residential lots located in the subject development and were considered most similar. These sales indicate a range in values from \$12.87/sf to \$13.01/sf.

Considering all factors, I have concluded a total value of \$13.00/sf for the whole site in the before condition.

Before Land Value - Summary

Size/Sq. Ft.	Unit of Measure	Rate	Value
12,120	Price/Sq. Ft.	\$13.00	\$157,560
Add (Landscaping Trees - Site Improvements) – See Attached			\$2,160
Total Before Land Value			\$159,720
Rounded			\$159,720

AFTER VALUE

The subject site has the same overall use and commercial potential in the after condition. The same unit value of \$13.00/sf was applied to the property in the after condition.

There are two temporary construction easements on the subject site. The total area for construction easements equal 1,284 square feet.

In order to value the use of the 2 year construction easement, I have analyzed several land ground leases in the area. A summary of these ground lease rates are discussed below.

Forrest County schools has a large amount of 16th Section schoolboard land that is leased for commercial purposes. The majority of this land is located along Broadway Drive in Hattiesburg. Representatives stated that the schoolboard attempts to get 10% of the Fee Simple value for Schoolboard property.

Lamar County schools also leases several 16th Section schoolboard sites in Lamar County, located one county to the west. Mr. Rick Norton (schoolboard attorney) was interviewed in regards to the leasing activity in Lamar County. The schoolboard discusses the lease policy each year, and assigns the expected return based on Fee Simple land value. The current return for "commercial" property is based on 6% of Fee Simple value.

I was able to find two other ground leases in the area, with rates indicated at 10-12%.

Based on my interviews and analysis, ground leases in the area appear to be leased at 5-12%. The most relevant ground lease information was based on the Forrest County schoolboard leases, leased at 10% of fee simple value. A ground lease rate of 10% was applied to the 2 year lease agreement.

Upfront / Lump Sum discount (1 pmt, 2n, 10i, PV= 1.74, $1.735 / 2.0 = 0.8675$)

The calculated temporary easement is as follows:

$1,284 \text{ Sq. Ft.} \times \$13.00/\text{sf} \times 10\% \times 2 \text{ years} \times 0.8675 = \$2,896$, rounded to \$2,890

CONCLUSION OF AFTER VALUE

Size/Sq. Ft	Unit of Measure	Rate	Value
9,575	Price/Sq. Ft.	\$13.00	\$124,475
Less: Cost-to-Cure			\$0
Less: Easements – 5,224 Sq. Ft. Temporary Easement			(\$2,890)
Less: Q-Interests			\$0
Total After Land Value			\$121,585
Rounded			\$121,585
Difference in Before and After			\$38,135

Final Reconciliation of Value

	Before	After	Difference
Sales Comparison Approach	\$159,720	\$121,585	\$38,135
Cost Approach			
Income Approach			

Reconciliation	<i>Explain the appropriateness of the approaches, the accuracy of the data and calculations, and the quantity and quality of the data presented relative to the scope of the assignment and the specific appraisal problem.</i>
Several land sales were confirmed and researched in the subject neighborhood. These sales provided a good market value indication. After researching the local sales, a unit value of \$13.00/sf was concluded. The sales approach was considered the best method at valuing the subject site as vacant. A land value of \$157,560 was concluded in the before condition. There are multiple large landscaping trees located in the acquisition area. A cost of \$2,160 was applied for the loss landscaping trees, resulting in a total before land value of \$159,720. In the after condition, the property will retain similar access, size, and utility; and no damages were noted. A temporary easement area will be retained for the duration of the construction period estimated to be 2 years. The same unit value was applied in the after condition resulting in an after value of \$121,585. The difference in the before and after values was considered the just compensation of \$38,135.	

The difference between the Fair Market Value of the whole tract and the remainder is **\$38,135** as of April 26th, 2023, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Addenda

Terms and Definitions

Agency- the Federal Agency, State, State Agency, or person that acquires real property or displaces a person.

Appraisal- a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

Uneconomic Remnant- a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner.

Total Ownership- the total amount of contiguous property, under the ownership of a single legal entity, as indicated by the map provided to the appraiser by the MDOT for an appraisal assignment.

Whole Tract- that amount of property, within the "Total Ownership", as determined by the appraiser, to be affected by the acquisition. The *whole tract* is defined by the appraiser, and may be determined to be the same as the total ownership, or some defined area that is less than the "Total Ownership".

Larger Parcel-²that tract, or tracts, of land which possess a unity of ownership and have the same, or an integrated, highest and best use. Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. Mississippi Case Law recognizes this concept but refers to it by use of the phrases "Highest and Best Use areas" or "Highest and Best Uses"³ Designation of the Larger Parcel, for appraisals performed in connection with the disposal of excess property, may require the adoption of a hypothetical condition regarding "unity of ownership".

Excess Property "(2)...whenever real property, with the exception of easements for highway purposes, has been acquired by the Mississippi Transportation Commission, in any manner, for public use and in the opinion of the commission all or any part thereof becomes unnecessary for public use, the same shall be declared on the minutes of the commission as excess property and sold at private sale at market value."⁴

Disposal as used in the appraisal of excess property, "means the sale of real property rights therein, including access or air rights, when no longer needed for highway right-of-way or other uses eligible for funding under title 23 of the [U.S.] Code"⁵

Fair Market Value- Fair Market Value is value in exchange. It is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".⁶

Effective Date – The date at which the analyses, opinions, and advice in an appraisal, review, or consulting service apply. (USPAP, 2002 ed.) Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 4th Edition.

Date of the Report – The date of the transmittal letter of a written report or the date a written report lacking a transmittal letter is completed by the appraiser. The date of an oral report is the date it is communicated to or for

² The Uniform Appraisal Standards for Federal Land Acquisitions, Interagency Land Acquisition Conference, Published by the Appraisal Institute with the cooperation of the U.S. Department of Justice, Washington, D.C. 2000,

³ Oughton v. Gaddis, 683 So.2d 390 (Miss. 1996)

⁴ Mississippi Code of 1972, Annotated, § 65-1-123

⁵ United States Code, 23 CFR 710.105

⁶ *Potters II v. State Highway Comm'n of Mississippi*, 608 So. 2d 1227, 1231 (Miss. 1992).

the client. The date of the report may or may not be the same as the effective date of the appraisal. (USPAP, 2002 ed.) Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 4th Edition.

Highest and Best Use- The best or most valuable use to which the property, [....], is adapted. Mere speculative uses cannot be considered. There must be some probability that the land would be used within a reasonable time for the particular use to which it is adapted. There must be a present demand for the land for such purpose or a reasonable expectation of such demand in the near future.⁷

Before and After Rule [Mississippi]- When part of a larger tract of land is taken for public use, the owner should be awarded the difference between the fair market value of the whole tract immediately before the taking, and the fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.⁸ Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.⁹

Before Value- The fair market value of the whole tract immediately before the taking.¹⁰

After Value- The fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.

Due Compensation¹¹- Just Compensation¹² the value of the land taken and the damages, if any, which result... as a consequence of the taking, without considering either general benefits or injuries resulting from the use to which the land taken is to be put, shared by the general public.¹³

Damages to Remainder- *[In the context of valuation under the Before and After Rule, it is]* the depreciation in the fair market value of the remaining area, ...that is special, and not such as is common to all the property in the neighborhood.¹⁴ In determining damages, if any, to the remainder if less than the whole of a defendant's interest in property is taken, nothing shall be deducted there from on account of the supposed benefits incident to the public use for which the petitioner seeks to acquire the property.¹⁵

Cost-to-Cure Damages [the cost or costs associated with] the necessity of rebuilding fences and wells, the necessity of relocating roads, and other similar items. [Such] items are all part of the depreciated value of the property, since the landowner is required to do this construction in order to use the property in the manner in which it has been used or for which it is best adapted.¹⁶

Extraordinary Assumption – (USPAP definition) an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions.

Hypothetical Condition – (USPAP definition) that which is contrary to what exists but is supposed for the purpose of analysis.

⁷ MSHC v. Brooks, 123 So.2d 423, 427 (1960); MSHC v. Wagley, 231 So.2d 507 (1970);

⁸ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

⁹ Mississippi Code of 1972, Annotated, Section 43-37-3

¹⁰ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

¹¹ Constitution of Mississippi, Article 3, § 17

¹² Mississippi Code of 1972, Annotated, Section 43-37-3

¹³ MSHC v. Hillman, 198 So. 565;

¹⁴ MSHC v. Colonial Inn, Inc. 149 So.2d 851;

¹⁵ Mississippi Code of 1972, Annotated, Section 11-27-21;

¹⁶ Emerson v. MSHC, 208 So.2d 441

Intended User – the client and any other party as identified, by name or type, as users of the appraisal, appraisal review, or appraisal consulting report by the appraiser on the basis of communication with the client at the time of the assignment.

Jurisdictional Exception – an assignment condition that voids the force of a part or parts of USPAP, when compliance with part or parts of USPAP is contrary to law or public policy applicable to the assignment.

Supplemental Standards – requirements issued by government agencies, government sponsored enterprises, or other entities that establish public policy which add to the purpose, intent and content of the requirements of USPAP, that have a material effect on the development and reporting of assignment results.

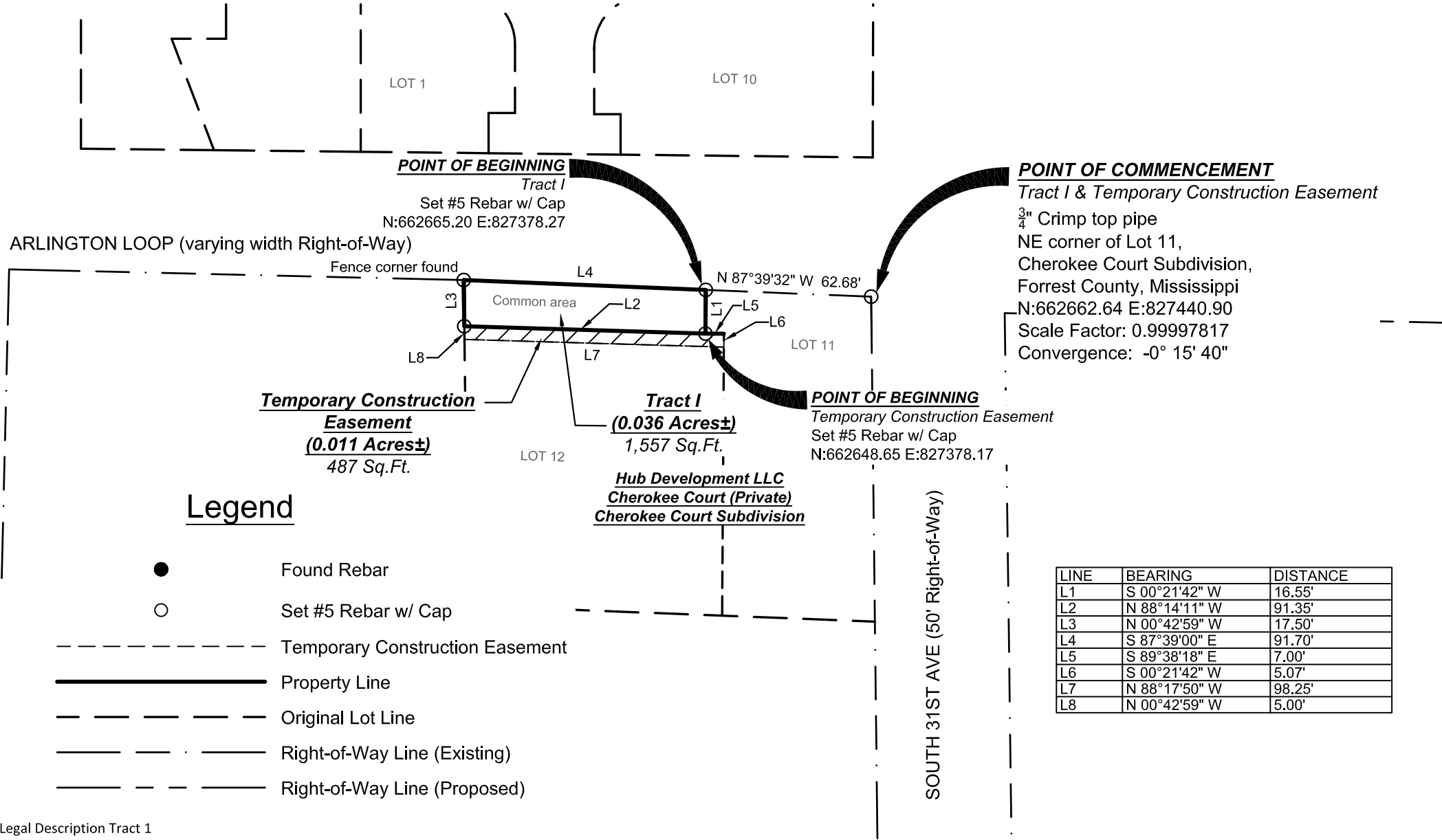
Plottage The increment of value created when two or more sites are combined to produce greater utility. See also assemblage.

Assemblage The combining of two or more parcels, usually but not necessarily contiguous, into one ownership or use; the process that creates plottage value. (USPAP, 2002 ed.) See also plottage.

Assemblage Cost The excess cost incurred to acquire individual adjacent parcels of real estate in a single ownership beyond the estimated cost of acquiring similar sites that do not form a specifically desired assemblage.

Scope of Work “The Scope of Work is a written set of expectations that form an agreement or understanding between the appraiser and the agency as to the specific requirements of the appraisal, resulting in a report to be delivered to the agency by the appraiser. It includes identification of the intended use and intended user; definition of fair market value; statement of assumptions and limiting conditions; and certifications, the type and extent of research and analyses in an assignment. Either the appraiser or the agency may recommend modifications to the initial Scope of Work, but both parties must approve changes.”¹⁷

¹⁷ Federal Highway Administration, Guide For Preparing An Appraisal Scope of Work, October, 2005



050100150

BARSCALE

1"=50'

General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Cherokee Court Plat Book B Page 78

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022
Date: December 8, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

Legal Description Tract 1

A proposed tract of land containing 0.036 acres (1557 square feet), more or less, situated in part of thee NE ¼ of the SW 1/14 of Section 7, Township 4 North, Range 13 West, Forrest County Mississippi . The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997817, a convergence angle of -0 degrees 15 minutes 40 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a 3/4" pipe found located at the Northeast corner of Lot 11, Cherokee Court Subdivision as recorded in Book B page 78 in the office of the Chancery Clerk of Forrest County, Mississippi having a MS State plane coordinate of N:662662.64 E:827440.90; thence along the south right of way line of Arlington Loop, North 87 degrees 39 minutes 32 seconds West 62.88 feet to a #5 rebar and cap set (N:662665.20 E:827378.27) marking the POINT OF BEGINNING;

Thence South 00 Degrees 21 Minutes 42 Seconds West 16.55 feet to a #5 rebar and cap set;

Thence North 88 Degrees 14 Minutes 11 Seconds West 91.35 feet to a #5 rebar and cap set;

Thence North 00 Degrees 42 Minutes 59 Seconds West 17.50 feet to a #5 rebar and cap set;

Thence South 87 Degrees 39 Minutes 00 Seconds East 91.70 feet to the POINT OF BEGINNING;

Legal Description Temporary Construction Easement:

A proposed Temporary Construction easement containing 0.052 acres (2,265 square feet), more or less, situated in part of thee NE ¼ of the SW 1/14 of Section 7, Township 4 North, Range 13 West, Forrest County Mississippi . The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997817, a convergence angle of -0 degrees 15 minutes 40 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a 3/4" pipe found located at the Northeast corner of Lot 11, Cherokee Court Subdivision as recorded in Book B page 78 in the office of the Chancery Clerk of Forrest County, Mississippi having a MS State plane coordinate of N:662662.64 E:827440.90; thence along the south right of way line of Arlington Loop, North 87 degrees 39 minutes 32 seconds West 62.88 feet; thence South 00 degrees 21 minutes 42 seconds West 16.55 feet to a #5 rebar and cap set (N:662648.65 E:827378.17) marking the POINT OF BEGINNING

Thence South 89 Degrees 38 Minutes 18 Seconds East 7.00 feet;

Thence South 00 Degrees 21 Minutes 42 Seconds West 5.07 feet;

Thence North 88 Degrees 17 Minutes 50 Seconds West 98.25 feet;

Thence North 00 Degrees 42 Minutes 59 Seconds West 5.00 feet ;

Thence South 88 Degrees 14 Minutes 11 Seconds East 91.35 feet to the POINT OF BEGINNING.

MAPTECH, INC.

Surveying Mapping Remote Sensing

3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706

PHONE (601) 664-1666 MAPTECH-SURVEY.COM

Proposed Right-of-Way Take

for

Hub Development LLC

Chierokee Court (Private)

City of Hattiesburg, Forrest County, Mississippi

ppin 26510

DRAWING No.:NS16886_HUB 2.dwg

JOB No.:NS.16886.000

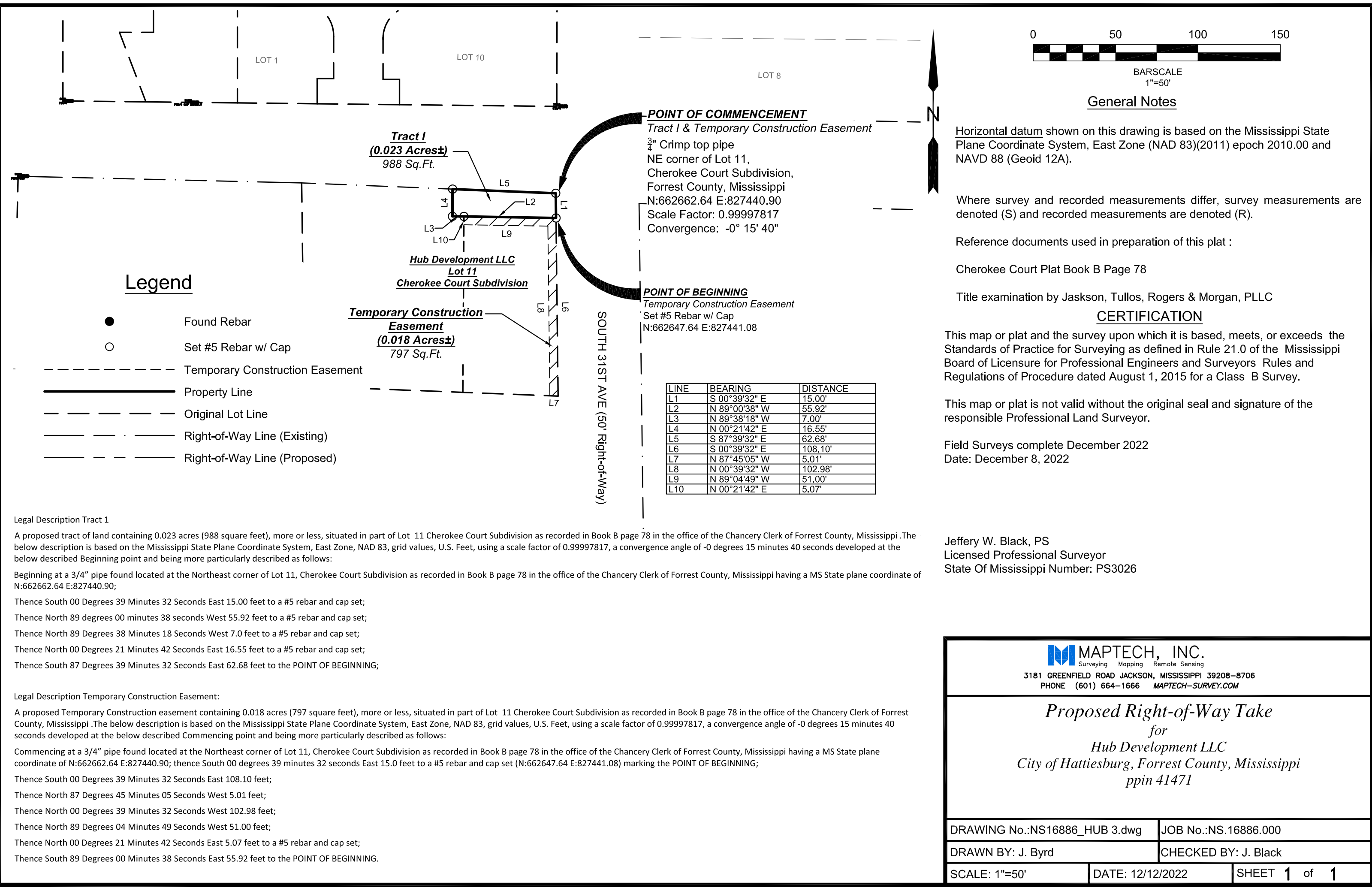
DRAWN BY: J. Byrd

CHECKED BY: J. Black

SCALE: 1"=50'

DATE: 12/12/2022

SHEET 1 of 1



MIDTOWN DISTRICT:

The goal of Midtown In Motion - Midtown Hattiesburg Master Plan is to create a walkable, workable, livable mixed use community that connects people to living, shopping, dining, entertainment, educational, medical, cultural, and recreational venues.

The underlying elements of the Midtown Plan are:

- Diversified
- Sustainable
- Livable
- Multi-Modal
- Connected
- Predictable
- Neighborhood Friendly
- Environmentally Sensitive

The Master Plan uses to its advantage Midtown's strategic location among the region's major economic drivers – Forrest General Hospital, Hattiesburg Clinic, and The University of Southern Mississippi to become a highly successful and sustainable mixed use community. The tremendous number of employees and visitors garnered by these three institutions creates significant demand for an array of residential, retail, office, entertainment, and cultural venues.

Forrest General Hospital • 3,200 Employees/Staff • 30,600 Annual Admissions • 18,000 Visitors Per Month

Hattiesburg Clinic • 1,800 Employees/Staff • 50,000 Visitors Per Month

The University of Southern Mississippi • 2,300 Employees/Faculty • 14,850 Students • 36,600 Visitors Per Month.

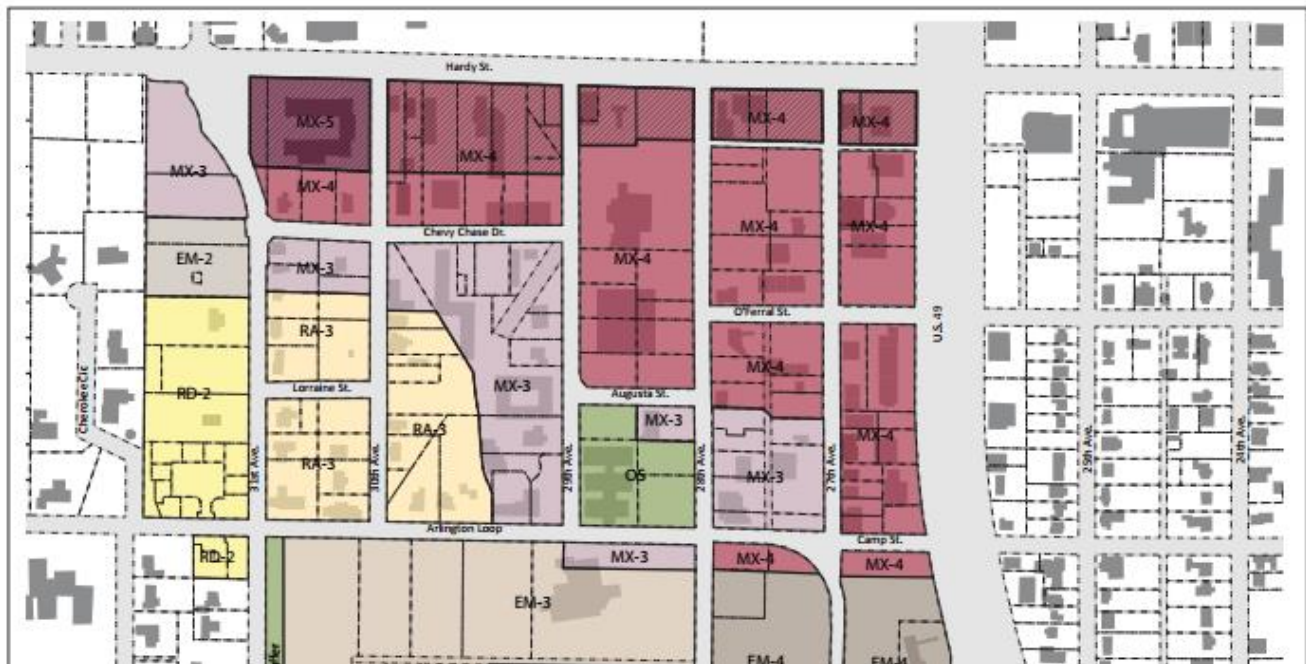
http://www.code-studio.com/hattiesburg/Midtown-MasterPlan-Draft_May-31-2013.pdf



Chapter 1:
Planning Context

Sec. 2.2. Midtown Form-Based Code Zoning Map

The following map is established and made a part of the City of Hattiesburg Official Zoning Map.



NORTHEAST AREA



In general, this is the most intense portion of Midtown, allows the highest and most intensive buildings and uses. Also serves as the central focal point for the area.



Key Recommendations

- A** Entrance to USM enhanced and realigned, median formalized with monument and replanted. Speed table with USM Golden Eagle added to slow traffic.
- B** Three-story buildings with ground floor retail and apartments above fronting Hardy St. and 29th Ave create gateway into heart of Midtown.
- C** One-story university-oriented retail buildings (books, clothing, music, coffee shop) front Hardy St.
- D** 27th Ave closed to vehicular traffic and transformed into permanent outdoor space for dining and entertainment, public gathering or open air market.
- E** Three-story buildings with ground floor retail/office and apartments above front 29th Ave. Three-story university-oriented apartments front 28th Ave. Two-story parking deck serves surrounding development.
- F** Three- to four-story university-focused apartments front 28th Ave, O'Ferral St. and US 49 with 27th Ave serving as access to parking (higher densities could be achieved if structured parking provided). Ground floor corner units front US 49 could be reserved for retail-oriented uses.
- G** One-way travel way with reverse-angle parking and extensive landscaped buffering of US 49. Access moved from Hardy St. to US 49.
- H** Chevy Chase extended between 29th and 28th Avenues to enhance connectivity.
- I** Forrest General Support Services building serves as Midtown focal point.
- J** O'Ferral reconfigured with a median, stormwater captured within the median enhances water quality and stormwater runoff. Serves as a gateway into Midtown.
- K** Civic square with amphitheater serves as Midtown focal point, single-story active retail uses (coffee shops, cafes, restaurants) surround and frame the square.
- L** Three- to four-story university-focused apartments front O'Ferral and wrap corner of 28th Ave. Two-story parking deck serves surrounding development.
- M** 40,000 square foot grocery store with single-story retail line Arlington Loop.
- N** Two- to three-story office/condo building with Community Bank to the south retained.



Promote Additional Housing Opportunities
Student Housing at Hardy & 49

The University of Southern Mississippi's 14,850 students, of which only 3600 are accommodated in on-campus housing, with the remainder living off-campus either at home with their parents or in rental apartments miles away from campus, represent a major housing demand audience. Many students are seeking off-campus housing close to the campus - of which there is a limited supply, particularly within new apartment complexes.

There is an opportunity, working with The University of Southern Mississippi, to tap into this large base of off-campus students. Creating a residential/retail/dining/entertainment development just steps from campus would not only be attractive to many of those commuting to campus today, but to future students who are looking for a university setting in proximity to an active "downtown."



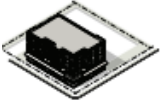
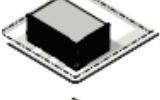
MIDTOWN
in motion.org

CHAPTER 3. PLANNING THEMES 51

Conceptual design of the subject site from Midtown in Motion.org

Sec. 3.2. Building Types Allowed by District

Building types are allowed by district as set forth below.

BUILDING TYPE	Mixed Use (MX-3, -4, -5)	Hardy Street Overlay (-HS)	Employment (EM-2, -3)	Employment (EM-4, -6, -9)	Residential Attached (RA-3)	Residential Detached (RD-2)
 Mixed Use Building	P	P				
 Shopfront Building	P	P				
 General Building	P	P	P	P		
 Civic Building	P	P	P	P	P	P
 Apartment Building	P		P			
 Apartment Court	P		P			
 Garden Apartment	P		P		P	
 Stacked Flat	P		P		P*	
 Townhouse	P		P		P	
 Cottage Court					P	P
 Detached House					P	P

Key: P = Permitted Blank Cell = Not Permitted

* In RA-3, a stacked flat is only allowed on a lot located at the intersection of two public streets.

Sec. 4.4. Permitted Use Table

Uses are allowed by district as set forth below.

	MX -3, -4, -5	EM -2, -3	EM -4, -6, -9	RA -3	RD -2	OS	Definition/ Use Standard
Residential Uses							
Dwelling, detached	X	X	X	P	P	X	Sec. 4.5.A.1
Dwelling, attached	P	P	X	P	X	X	Sec. 4.5.A.2
Dwelling, multi-family	P	P	X	P	X	X	Sec. 4.5.A.3
Assisted living facility, nursing home	P	P	P	X	X	X	Sec. 4.5.A.4
Bed and breakfast residence (up to 5 rooms)	P	P	X	P	PC	X	Sec. 4.5.A.5
Bed and breakfast inn (6 to 12 rooms)	P	P	P	PC	X	X	Sec. 4.5.A.6
Day care center	P	P	P	PC	X	X	Sec. 4.5.A.7
Independent living facility	P	P	P	X	X	X	Sec. 4.5.A.8
Retail Uses							
Amusement and recreation facilities, indoor	P	P	P	X	X	X	Sec. 4.5.B.1
Art gallery	P	P	P	L	X	X	Sec. 4.5.B.2
Bank	P	P	P	X	X	X	Sec. 4.5.B.3
Bar, lounge	P	X	X	X	X	X	Sec. 4.5.B.4
Personal service	P	X	X	L	X	X	Sec. 4.5.B.5
Professional studio, photography, drama, dance, gymnastics	P	X	X	X	X	X	Sec. 4.5.B.6
Repair service	P	X	X	L	X	X	Sec. 4.5.B.7
Restaurant	P	X	X	L	X	X	Sec. 4.5.B.8
Retail sales	P	X	X	L	X	X	Sec. 4.5.B.9
Commercial Uses							
Ambulance service	P	P	P	X	X	X	Sec. 4.5.C.1
Hotel, motel (13 or more rooms)	P	X	X	X	X	X	Sec. 4.5.C.2
Hospice	P	P	P	X	X	X	Sec. 4.5.C.3
Hospital	X	P	P	X	X	X	Sec. 4.5.C.4
Medical clinic, office	P	P	P	X	X	X	Sec. 4.5.C.5
Office	P	P	P	L	X	X	Sec. 4.5.C.6
Parking lot or garage	PC	PC	PC	X	X	X	Sec. 4.5.C.7
Veterinary clinic	L	L	L	X	X	X	Sec. 4.5.C.8

Key: P = Permitted by-right

PC = Planning Commission review required

L = Use permitted subject to use standards specified in cross-reference

X = Not permitted

Note: None of the above permitted uses include an "adult entertainment establishment" as defined in the Land Development Code.

	MX -3, -4, -5	EM -2, -3	EM -4, -6, -9	RA -3	RD -2	OS	Definition/ Use Standard
Civic Uses							
Amphitheater	X	X	X	X	X	P	Sec. 4.5.D.1
College, university	P	P	P	X	X	X	Sec. 4.5.D.2
Museum, library	P	P	P	X	X	X	Sec. 4.5.D.3
Park, playground	P	P	P	P	P	P	Sec. 4.5.D.4
Place of worship	P	P	P	PC	PC	X	Sec. 4.5.D.5
School, K-12	P	P	P	PC	PC	X	Sec. 4.5.D.6
Semi-public use	P	P	P	X	X	X	Sec. 4.5.D.7
Accessory Uses							
Drive-thru	PC	PC	PC	X	X	X	Sec. 4.5.E.1
Carriage house	X	X	X	P	P	X	Sec. 4.5.E.2
Home care center	P	P	P	P	P	X	Sec. 4.5.E.3
Home occupation	L	L	L	L	L	X	Sec. 4.5.E.4
Utility service	P	P	P	P	P	X	Sec. 4.5.E.5

Key: P = Permitted by-right

PC = Planning Commission review required

L = Use permitted subject to use standards specified in cross-reference

X = Not permitted

Note: None of the above permitted uses include an "adult entertainment establishment" as defined in the Land Development Code.

Legal Description(s)
(attached)

QUALIFICATIONS OF ZACHARY H. FAIRLEY

Professional Designations & Affiliations

- ◆ State Certified General Real Estate Appraiser in the State of Mississippi, #GA-1418

Related Job Experience

Zac Fairley Appraisals, LLC December 2019 – Present

Owner - Appraise all forms of real estate, including commercial, industrial, residential, multi-family, subdivision developments, right-of-way, partial interest, and timber land properties.

Collins and Null Appraisals, Inc. April 2007- October 2019

Real Estate Appraiser - Appraise all forms of real estate, including commercial, industrial, residential, rights-of-way, partial interest and timber land. Also includes preparation of documents for court proceedings, review of peer appraisals and expert witness testimony.

Academic Background

Petal High School- Petal, MS - (2003)

High School Diploma

Jones County Junior College - (2005)

Associate of Arts Degree in Business Administration

The University of Southern Mississippi - (2012)

Bachelor of Science in Business Administration (Real Estate, Finance)

Professional Education

Appraisal Principles Course (110) - Dallas, TX	Appraisal Institute	2012
Appraisal Procedures Course (120) - Dallas, TX	Appraisal Institute	2012
Standards of Professional Practice, USPAP - Dallas, TX	Appraisal Institute	2012
Business Practices & Ethics (MAB #49249) Online	Appraisal Institute	2013
General Site Valuation and Cost Approach - Houston, TX	Appraisal Institute	2013
Residential Market Analysis and Highest & Best Use (MAB #7325)	Appraisal Institute	2014
Residential Site Valuation and Cost Approach (MAB #49132)	Appraisal Institute	2014

Residential Sales Comparison and Income Approach	Appraisal Institute	2014
Residential Report Writing and Case Studies	Appraisal Institute	2014
Condemnation Appraising: Principles & Applications (MAB #49179)	Appraisal Institute	2015
USPAP Update (2016-2017)	Appraisal Institute	2016
105 The Uniform Act - Executive Summary	MDOT	2016
General Appraiser Sales Comparison Approach (MAB#49264)	Appraisal Institute	2017
Real Estate Finance, Statistics, and Valuation Modeling (MAB#49442)	Appraisal Institute	2018
USPAP Update (2018-2019)	Appraisal Institute	2018
General Appraiser Income Approach, Part 1 (MAB#49573)	Appraisal Institute	2018
General Appraiser Income Approach, Part 2 (MAB#49342)	Appraisal Institute	2019
General Appraiser Market Analysis & Highest and Best Use (MAB#49647)	Appraisal Institute	2020
Valuation Impacts from Covid-19	Appraisal Institute	2020
General Appraiser Report Writing & Case Studies (MAB#49729)	Appraisal Institute	2020
Advanced Income Capitalization (MAB#49604)	Appraisal Institute	2020
2020-2021 15-Hour Equivalent USPAP (MAB#50212)	Appraisal Institute	2021
2022-2023 7-Hour USPAP Update (MAB#50355)	McKissock	2022

State of Mississippi
MISSISSIPPI REAL ESTATE APPRAISER LICENSING
AND CERTIFICATION BOARD

LICENSE # GA-1418

STATUS: ACTIVE

ZACHARY HUNTER FAIRLEY

HAS BEEN GRANTED A LICENSE AS A
STATE CERTIFIED GENERAL APPRAISER

Effective Date:
05/25/2022



Expiration Date:
05/31/2024

SIGNATURE OF LICENSEE

Robert E. Praytor, Administrator



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Deputy Director
cc:
Date: Tuesday, June 20, 2023
Re: Adopt a Resolution declaring a portion of property identified as Forrest County Parcel PPIN 17802 and PPIN 17803 necessary for public use, establishing just compensation and authorizing the Mayor to make a fair market value offer to Hattiesburg Clinic PA and issue and manual check.
File Number: 2023-415
Minute Book #

Summary

Adopt resolution declaring a portion of property identified as Forrest County Parcel PPIN 17802 and PPIN 17803 necessary for public use, approving the appraisal, establishing just compensation and authorizing the mayor to make a fair market value offer to Hattiesburg Clinic PA and any and all interest holders in said property, and to acquire rights to the property from all interests holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 20, 2023 City Council meeting for consideration.

Items for City of Hattiesburg Agenda:

Adopt resolution declaring a portion of property identified as Forrest County Parcel PPIN 17802 and PPIN 17803 necessary for public use, establishing just compensation and authorizing the mayor to make a fair market value offer to Hattiesburg Clinic PA and any and all interest holders in said property, and to acquire rights to the property from all interests holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended

RESOLUTION

WHEREAS, upon careful consideration, the City of Hattiesburg, Mississippi, (hereinafter “City”), acting by and through the City Council, has determined it to be in the best interests of the citizens of the City to construct improvements in Midtown Hattiesburg, including on and adjacent to Arlington Loop, 30th Avenue and 31st Ave, located within the City limits; and

WHEREAS, to accomplish this project, the City finds it necessary to acquire for public use all or part of certain property belonging to the following landowners or their successors in title and/or other parties interested in said property which is more particularly described as Forrest County PPIN 17803 and 17802 and in the construction plans for the project, which plans are made a part hereof by reference; and

WHEREAS, an appraisal of the subject property was conducted by Zac Fairley Appraisals & Consulting, a licensed real estate appraiser, on April 24, 2023, showing the fair market value of the interests to be acquired to be \$91,995, said appraisal being attached hereto as Exhibit “A”; and

Forrest County Parcels PPIN 17803 and 17802 Hattiesburg Clinic P.A.

NOW, THEREFORE, LET IT BE KNOWN THAT the appraisal by Zac Fairley Appraisals & Consulting, a licensed real estate appraiser, on April 24, 2023, of said property is approved, and the appraised value of \$91,995 for the interests to be acquired is acknowledged to be just compensation for said parcel, and the Mayor or his representative is authorized to make a Fair Market Value offer to the owner(s) of said parcel, and, if accepted, the Mayor is authorized to execute any and all documents required to complete said transaction, including the issuance of a manual check in payment.

The above and foregoing Resolution, having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and adopted by the following vote:

YEAS: NAYS: ABSENT:

The President thereby declared the motion carried and the Resolution adopted this the
__ Day of June, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the
Mayor, this the __ Day of June, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Establishment of Just Compensation Offer

The property that is the subject of this offer of just compensation is as follows:

Owner: Hattiesburg Clinic P.A.
PPIN: 17802 and 17803 (the area(s) to be acquired as shown on Exhibit A)
Project No: DECD-0018(36)BO
County: Forrest

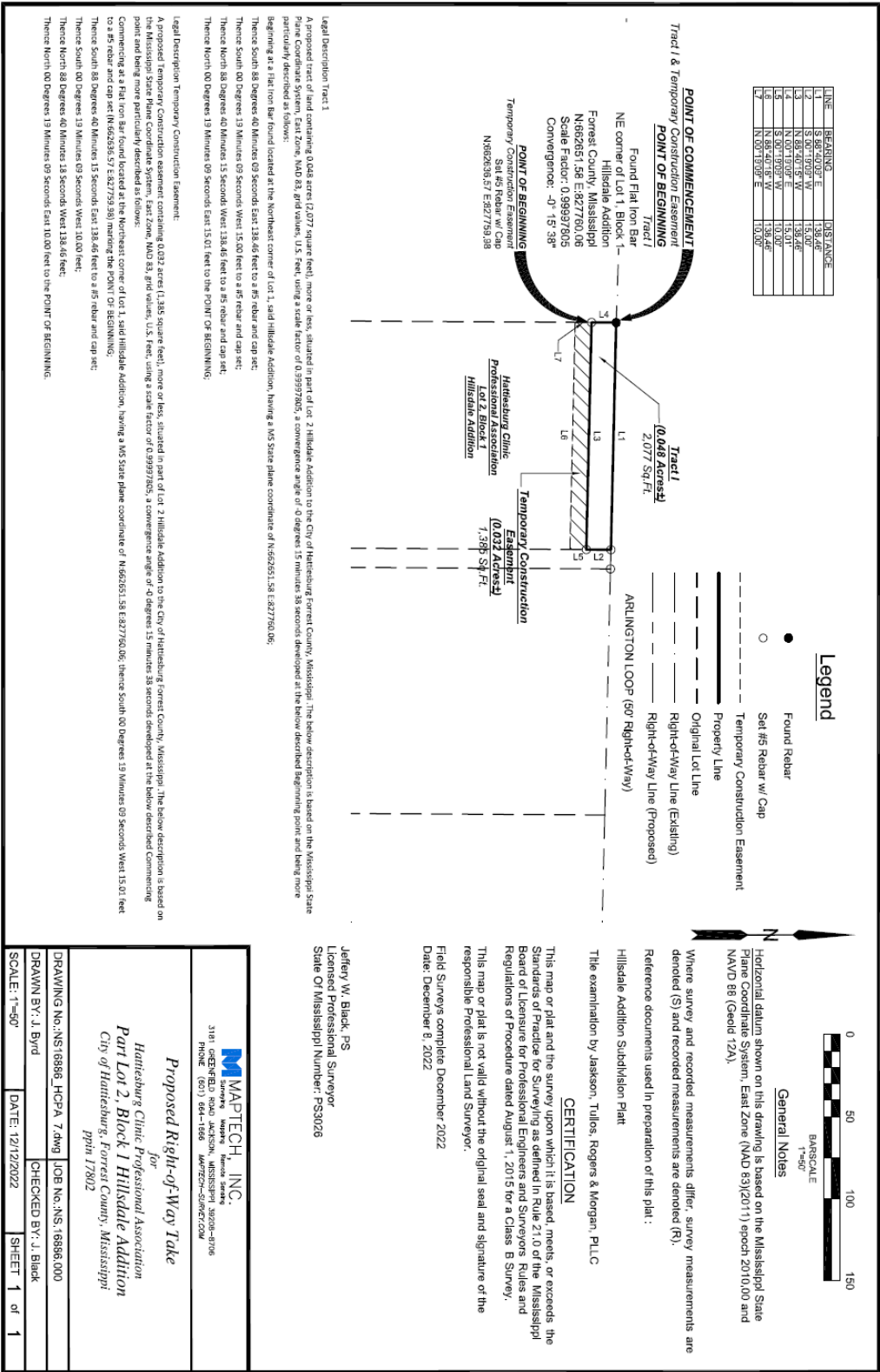
Under the authority conveyed to me by the Hattiesburg City Council, and based on the recommended appraisal for the above-named property, which is inclusive of all compensable interests, I, *Toby Barker*, Mayor of the city of Hattiesburg, do hereby establish the City of Hattiesburg's offer of what is believed to be just compensation for the acquisition of the real property rights specified in Exhibit A hereto, in the amount of \$91,995.

Signed_____ Date_____

NOTICE

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests/owners.

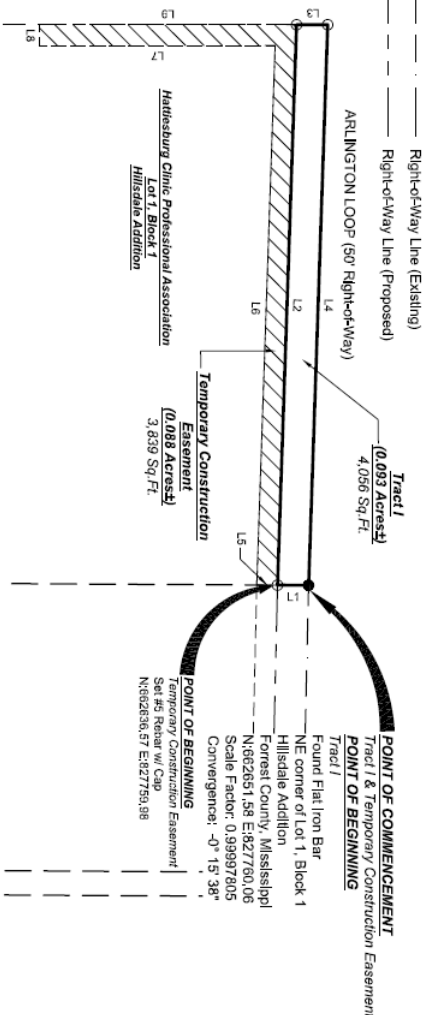
Exhibit A



Legend

- Found Rebar
- Set #5 Rebar w/ Cap
- Temporary Construction Easement
- Property Line
- Original Lot Line
- Right-of-Way Line (Existing)
- Right-of-Way Line (Proposed)

LINE	BEARING	DISTANCE
L1	S 60° 19' 09" W	15.01'
L2	N 88° 02' 53" E	15.01'
L3	N 00° 00' 13" W	15.01'
L4	S 89° 02' 53" E	270.42'
L5	S 60° 19' 09" W	10.00'
L6	N 88° 02' 53" W	260.27'
L7	S 89° 02' 53" E	10.00'
L8	West 92° 10' E	10.00'
L9	N 00° 02' 13" W	123.81'



Legal Description Tract 1

A proposed tract of land containing 0.093 acres (4,056 square feet), more or less, situated in Lot 1 Hillside Addition to the City of Hattiesburg Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997805, a convergence angle of 0 degrees 15 minutes 38 seconds developed at the below described Beginning point and being more particularly described as follows:

Beginning at a Flat Iron Bar found located at the Northeast corner of Lot 1, said Hillside Addition, having a MS State plane coordinate of N 66° 26' 51.58 E 827760.06;

Thence South 00 Degrees 02 Minutes 09 Seconds West 15.01 feet to a #5 rebar and cap set;

Thence North 88 Degrees 02 Minutes 53 Seconds West 270.42 feet to a #5 rebar and cap set;

Thence North 00 Degrees 00 Minutes 13 Seconds West 15.01 feet to a #5 rebar and cap set;

Thence South 88 Degrees 02 Minutes 53 Seconds East 270.42 feet to the POINT OF BEGINNING.

Legal Description Temporary Construction Easement:

A proposed Temporary Construction easement containing 0.088 acres (3,839 square feet), more or less, situated in Lot 1 Hillside Addition to the City of Hattiesburg Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997805, a convergence angle of 0 degrees 15 minutes 38 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a Flat Iron Bar found located at the Northeast corner of Lot 1, said Hillside Addition, having a MS State plane coordinate of N 66° 26' 51.58 E 827760.06;

Thence South 00 Degrees 13 Minutes 09 Seconds West 10.00 feet;

Thence North 88 Degrees 02 Minutes 53 Seconds West 260.27 feet;

Thence South 00 Degrees 02 Minutes 10 Seconds East 113.46 feet;

Thence North 90 Degrees 00 Minutes 00 Seconds West 10.00 feet;

Thence West 123.81 feet to a #5 rebar and cap set;

Thence South 88 Degrees 02 Minutes 53 Seconds East 270.34 feet to the POINT OF BEGINNING.



General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Hillside Addition Subdivision Plat

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022

Date: December 8, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

MAPTECH, INC.
Surveying Mapping Remote Sensing
3181 (GOLFEBEL) ROAD JACKSON, MISSISSIPPI 39209-8706
PHONE: (601) 694-1886 MAPTECH@MAPTECH.COM

Proposed Right-of-Way Take
for
Hattiesburg Clinic Professional Association
Lot 1, Block 1 Hillside Addition
City of Hattiesburg, Forrest County, Mississippi
ppin 17803

DRAWING No.: NS16886_HCPA 4.dwg
JOB No.: NS16886.000
DRAWN BY: J. Byrd
CHECKED BY: J. Black
SCALE: 1"=50'
DATE: 12/12/2022
SHEET 1 of 1



FAIR MARKET VALUE OFFER

Owner: Hattiesburg Clinic P.A.

PPIN: 17802 and 17803

Project No: DECD-0018(36)BO

City/County: Hattiesburg / Forrest

It is necessary that the City of Hattiesburg acquire from you, Hattiesburg Clinic P.A., certain property necessary for the construction of this project.

The identification of the real property and the particular interests being acquired are indicated on the attached instrument. It is assumed that Hattiesburg Clinic P.A. is donating temporary construction easement interests.

The value of the real property interests being acquired is based on the fair market value of the property and is not less than the approved appraised value/waiver valuation, disregarding any decrease or increase in the fair market value caused by the project.

This fair market value offer includes all damages and is based on our approved Appraisal Valuation in the amount of \$91,995.

Land Value:	\$91,595
Improvements:	\$0
Damages:	\$0
Total Fair Market Value Offer	\$91,995

This Appraisal Valuation was made based upon recent market data in this area.

This acquisition does not include oil, gas, or mineral rights, but includes all other interests.

Unless noted otherwise, this acquisition does not include any items which are considered personal property under Mississippi State Law. Examples of such items are household and office furniture and appliances, machinery, business and farm inventory, etc.

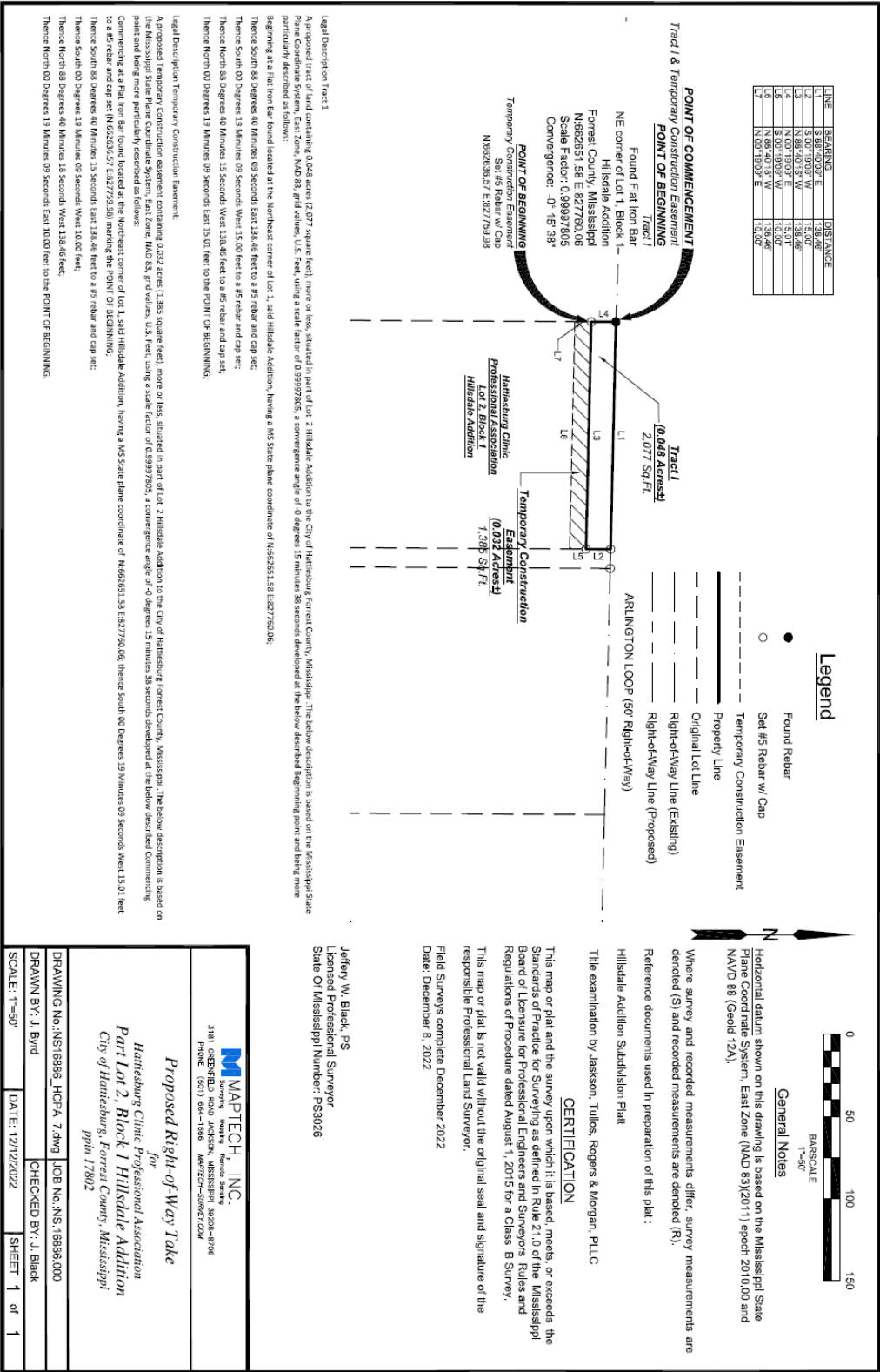
The real property improvements being acquired are further described in Exhibit A.

Under the authority conveyed to me by resolution of the Hattiesburg City Council, and based on the recommended appraisal for the above-described property, which is inclusive of all compensable interests, including leasehold interests, I, do hereby make the City of Hattiesburg's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of \$91,995.

If this offer is accepted, you will execute a warranty deed, and any leasehold interests will also be required to execute a quit claim deed. If you have a mortgage in place, a partial release of the acquired property from the mortgage may have to be secured from your lender and/or your lender may be made a payee on the check for payment. You will also be required to provide a duly executed W-9 form for tax reporting, and you may be required to execute a closing statement and other ancillary documents when funds are exchanged.

Signed_____ Date_____

Exhibit A





LINE	BEARING	DISTANCE
1	N 00°19'00" W	15.07
2	N 88°02'53" W	270.34
3	N 00°00'13" W	15.07
4	S 88°02'53" E	270.42
5	S 00°19'00" W	10.007
6	N 88°02'53" W	260.27
7	S 00°02'10" E	113.48
8	West	10.00
9	N 00°02'13" W	123.61

General Notes

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Hillsdale Addition Subdivision Plat

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022

Date: December 8, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor

State Of Mississippi Number: PS3026

State Of Mississippi Number: PS3026

M **MAPTECH, INC.**
Surveying Mapping Remote Sensing
3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

*Proposed Right-of-Way Take
for
Hattiesburg Clinic Professional Association
Lot 1, Block 1 Hillside Addition
City of Hattiesburg, Forrest County, Mississippi
ppin 17803*

DRAWING No.:NS16886_HCPA 4.dwg JOB No.:NS.16886.000

DRAWN BY: J. Byrd

SCALE: 1"=50'

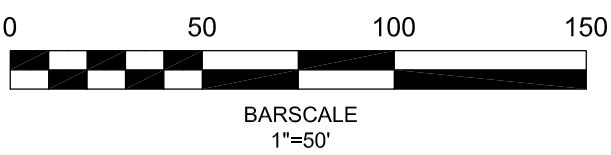
DATE: 12/12/2022	SHEET
------------------	-------

SHEET 1 of 1

LINE	BEARING	DISTANCE
L1	S 88°40'09" E	138.46'
L2	S 00°19'09" W	15.00'
L3	N 88°40'15" W	138.46'
L4	N 00°19'09" E	15.01'
L5	S 00°19'09" W	10.00'
L6	N 88°40'18" W	138.46'
L7	N 00°19'09" E	10.00'

Legend

- Found Rebar
- Set #5 Rebar w/ Cap
- - - - - Temporary Construction Easement
- _____ Property Line
- - - - - Original Lot Line
- _____ Right-of-Way Line (Existing)
- _____ Right-of-Way Line (Proposed)



General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Hillsdale Addition Subdivision Platt

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

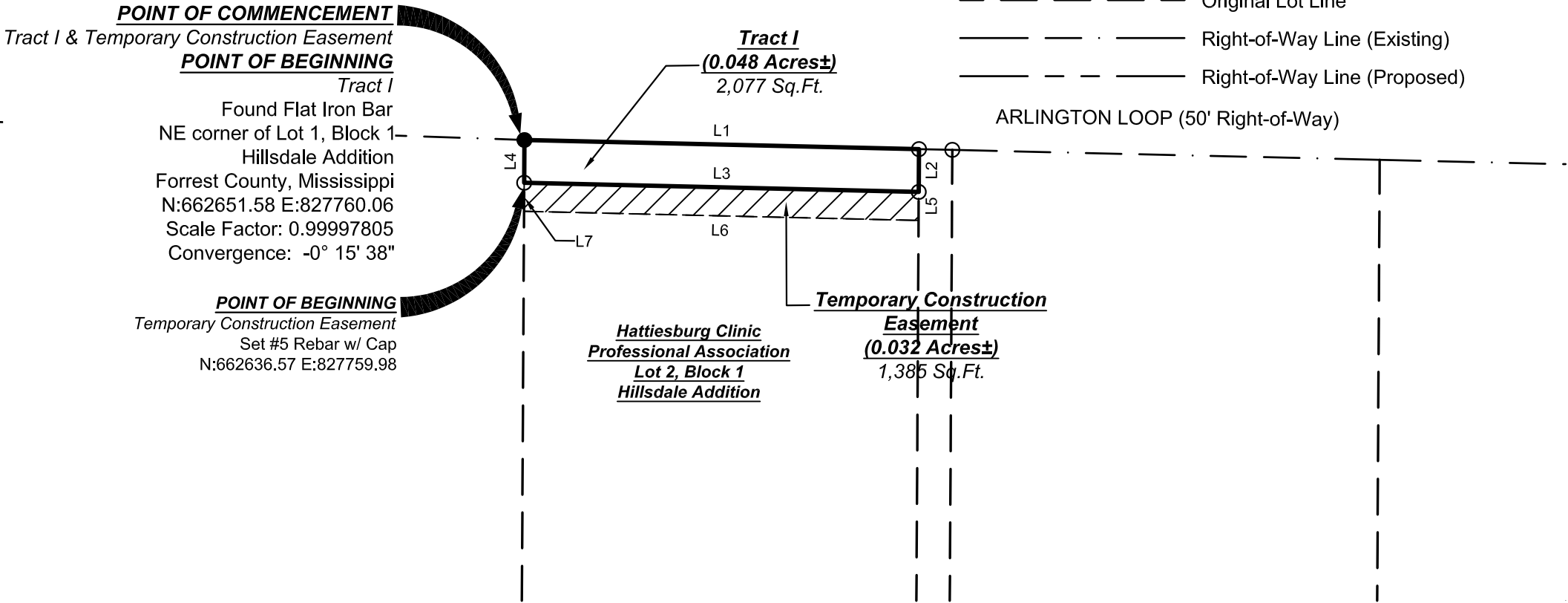
CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022
Date: December 8, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026



Legal Description Tract 1

A proposed tract of land containing 0.048 acres (2,077 square feet), more or less, situated in part of Lot 2 Hillsdale Addition to the City of Hattiesburg Forrest County, Mississippi .The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997805, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Beginning point and being more particularly described as follows:

Beginning at a Flat Iron Bar found located at the Northeast corner of Lot 1, said Hillsdale Addition, having a MS State plane coordinate of N:662651.58 E:827760.06;

Thence South 88 Degrees 40 Minutes 09 Seconds East 138.46 feet to a #5 rebar and cap set;

Thence South 00 Degrees 19 Minutes 09 Seconds West 15.00 feet to a #5 rebar and cap set;

Thence North 88 Degrees 40 Minutes 15 Seconds West 138.46 feet to a #5 rebar and cap set;

Thence North 00 Degrees 19 Minutes 09 Seconds East 15.01 feet to the POINT OF BEGINNING;

Legal Description Temporary Construction Easement:

A proposed Temporary Construction easement containing 0.032 acres (1,385 square feet), more or less, situated in part of Lot 2 Hillsdale Addition to the City of Hattiesburg Forrest County, Mississippi .The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997805, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a Flat Iron Bar found located at the Northeast corner of Lot 1, said Hillsdale Addition, having a MS State plane coordinate of N:662651.58 E:827760.06; thence South 00 Degrees 19 Minutes 09 Seconds West 15.01 feet to a #5 rebar and cap set (N:662636.57 E:827759.98) marking the POINT OF BEGINNING;

Thence South 88 Degrees 40 Minutes 15 Seconds East 138.46 feet to a #5 rebar and cap set;

Thence South 00 Degrees 19 Minutes 09 Seconds West 10.00 feet;

Thence North 88 Degrees 40 Minutes 18 Seconds West 138.46 feet;

Thence North 00 Degrees 19 Minutes 09 Seconds East 10.00 feet to the POINT OF BEGINNING.



MAPTECH, INC.
Surveying Mapping Remote Sensing

3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

Proposed Right-of-Way Take
for
Hattiesburg Clinic Professional Association
Part Lot 2, Block 1 Hillsdale Addition
City of Hattiesburg, Forrest County, Mississippi
ppin 17802

DRAWING No.:NS16886_HCPA 7.dwg		JOB No.:NS.16886.000	
DRAWN BY: J. Byrd		CHECKED BY: J. Black	
SCALE: 1"=50'	DATE: 12/12/2022	SHEET 1 of 1	

APPRAISAL REPORT

Parcel Number(s) (PPIN No. 17803 & 17802)
Owner Hattiesburg Clinic
Occupied / Leased Vacant
County Forrest
Project Description Midtown Streetscape Project
Effective Date of the Appraisal 04/24/2023
Report Date 05/19/2023
Report Requested for Original Appraisal

Prepared For



The City of Hattiesburg
c/o Ann Jones, Chief Administrative Officer
P.O. Box 1898
Hattiesburg, MS 39403

This Appraisal Report Was Prepared By



ZAC FAIRLEY APPRAISALS & CONSULTING

601-466-2750 ZFAPPRaiser@GMAIL.COM

Possession of this report does not carry or imply a right of use and/or publication. This real property appraisal report is the property of the City of Hattiesburg and may not be utilized or cited in whole or in part without the express written consent of an authorized agent or official of the City of Hattiesburg.

Table of Contents

Appraisal Report	2
Property Owner Contact Record	2
Summary of Facts and Findings	3
Certificate of Appraiser	4
Appraisal Scope of the Work	5
Identification of Client and Intended Users	5
Intended Use of the Appraisal Report	5
Purpose of the Appraisal	5
Parameters of Data Search	5
Extent of Property Inspection	5
Valuation Process	6
Property Rights Appraised	6
Fair Market Value Defined	6
Assumptions and Limiting Conditions	7
Extraordinary Assumptions and Hypothetical Conditions	8
Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)	9
Area & Neighborhood Data	11
Site Description	12
Whole Tract and Larger Parcel Declaration	19
Highest and Best Use Analysis	21
Ownership History and Tax Information	23
Approaches to Value	24
Sales Comparison Approach – (Land) – Before Value	26
Explanation of Adjustment-(Land)	28
Final Reconciliation of Value	30
Addenda	1
Terms and Definitions	1
Legal Description(s)	11

Appraisal Report

Parcel No. (PPIN No. 17803 & 17802)
County Forrest
Owner(s): Hattiesburg Clinic
c/o Kyle Thornton
Phone: 601-579-3476
Project No. (new) Midtown Streetscape Project
Address: 415 S 28th Avenue
Hattiesburg, MS 39401

Estate Appraised: ☒ Fee Area of Whole Tract **152,287 Sq. Ft. or 3.495 Acres**
☒ Easement Area of Remaining Tract **146,154 Sq. Ft. or 3.495 Acres**
☐ Other Area to be Acquired **6,133 Sq. Ft. or 0.141 Acres**

Parcel	Parcel	Permanent Easement	Temporary Easement
4	2-028N-07-245.00	0.093 Ac or 4,056 SF	0.088 Ac or 3,839 SF
7	2-028N-07-244.00	0.048 Ac or 2,077 SF	0.032 Ac or 1,385 SF
	TOTALS	0.141 Ac or 6,133 SF	0.12 Ac or 5,224 SF

Within the scope of the assignment and consistent with USPAP Standard Rules 1 and 2-2, the following analyses, opinions and conclusions have been developed and are reported in this **Appraisal Report**.

Property Owner Contact Record

Subject Property Inspection Dates: April 24th, 2023

The property owner or their designated representative **was** offered an opportunity to accompany the appraiser performing this appraisal during the appraisal inspection of the property. A Right of Way Acquisition Guide delivered to the property representative on April 24th, 2023. (If opportunity was not offered, explain in comments)

Contact Comments	
A State Aid Right of Way Acquisition Guide and plats of the property were delivered to Kyle Thorton, Hattiesburg Clinic Administration, on April 24th, 2023 during the site visit. During this meeting, we discussed the various Hattiesburg Clinic owned properties that are affected by the project. Mr. Thorton and I discussed each plat individually, and discussed the overall project intentions. After our meeting, I inspected the subject property via the public roadways and access drives.	
Is the Property being Leased or Rented? ☐ Yes ☒ No	
Lessor:	Lessee:
Terms of Lease:	See Addenda

Date 05/19/2023

Appraiser (sig.)



(name)
(License)

Zachary Fairley
State Certified General Real Estate Appraiser, GA-1418

Summary of Facts and Findings

Project No. Midtown Streetscape Project	Parcel No. (PPIN No. 17803 & 17802)
Property Owner: Hattiesburg Clinic; c/o Kyle Thornton, Administration Address: 415 S 28th Avenue, Hattiesburg, MS 39401 Phone: 601-579-3476	
Identification of the Property Appraised:	<i>Brief description of property identification, such as Section, Township, Range, Lot and Block, Street Address, etc.</i>
The subject property is estimated to be +/- 3.495 acres of land located along the south side of Arlington Loop and east of South 31 st Avenue. The parent tract is considered to be those properties owned or operated by Hattiesburg Clinic.	
Estate Appraised:	<i>(Fee, Easement, Other)</i>
Fee Simple- Easement	
Size of the Whole Tract (Before):	3.495 Acres (152,287 Sq. Ft.)
Size of the Remaining Parcel (After):	3.354 Acres (146,154 Sq. Ft.)
Size of the Area to be Acquired:	0.141 Acres (6,133 Sq. Ft.) – Permanent Acquisition 0.12 Acres (5,224 Sq. Ft.) – Temporary Easement
Highest and Best Use Before (Whole Tract):	Commercial development
Highest and Best Use After (Whole Tract):	Commercial development
Size of the Larger Parcel(s) <i>(If different from the Whole Tract)</i>	N/A
Highest and Best Use of the Larger Parcel(s)	Commercial development
Unit Value of the Land (Before)	\$15.00/Sq. Ft.
Unit Value of the Land (After)	\$15.00/Sq. Ft.
Improvements:	<i>(Briefly describe the improvements, such as, single family house, shed, barn, etc.)(List any personal property not covered in the appraisal report.)</i>
None	

Total Before Value:	\$2,284,305
Total After Value:	\$2,178,715
Just Compensation:	\$105,590

Effective Date of the Appraisal:	04/24/23
Date of Report:	05/19/23

Certificate of Appraiser

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct; The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and legal instructions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions;

I have no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved;

Neither my engagement or my compensation for completing this appraisal assignment was contingent upon my developing or reporting a predetermined result, predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;

The real property appraisal documented in this appraisal report was completed in accordance with the Laws of the State of Mississippi, the real property appraisal documented in this appraisal report was completed in conformity with the standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP).

This appraisal conforms with the appropriate State laws, regulations, policies, and procedures applicable to the appraisal of rights of way for highway purposes;

Unless expressly stated otherwise in this report, I made a personal inspection of the property appraised and the property owner, or his/her designated representative, was given the opportunity to accompany me on the inspection;

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property;

Unless expressly stated otherwise in this report, no one provided significant professional assistance to me in the performance of this appraisal;

I have not performed any services regarding the subject property by the appraiser within the three (3) year period immediately preceding acceptance of the assignment, as an appraiser or any other capacity; If applicable:

I have not revealed the findings and results of this appraisal report to anyone other than the proper officials of the City of Hattiesburg, and I will not do so until authorized by the property authorities or until required by law.

Based upon my independent appraisal and the exercise of my professional judgment, it is my opinion that the valuation of the subject property is as follows:

Fair Market Value of the Whole Tract (as defined in this report)	Before	\$2,284,305
Fair Market Value of the Remainder Property	After	\$2,178,715
The difference between the Fair Market Value of the whole tract and the remainder is		\$105,590

as of 04/24/23, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Date 5/19/2023

Appraiser (sig.)



(name)
(License)

Zachary H. Fairley
State Certified General Real Estate Appraiser, GA-1418

Parcel No. Parcels 4 & 7

Project No. Midtown Streetscape Project

Unimproved Property Appraisal Report (Revised: 2014)

Page 4

Appraisal Scope of the Work

Identification of Client and Intended Users

The City of Hattiesburg requested appraisal of the property described in this report. The intended user of this appraisal report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein.

Intended Use of the Appraisal Report

The facts, analyses, opinions, and conclusions contained in this appraisal report establish an estimate of just compensation, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation in this appraisal report includes the fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi, and, upon determination by appraisal review that this appraisal report complies with all applicable standards and requirements, serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the “real property” described herein.

Purpose of the Appraisal

The purpose of the appraisal is to render an opinion as to the Fair Market Value of specified real property as of the stated date and, through application of the Before and After Rule as prescribed under the laws of the State of Mississippi, the valuation of the remainder of specified real property. The difference between these two valuations is the value being sought by the client and is reported to the client as the “opinion of just compensation”.

Parameters of Data Search

The scope of the assignment is to collect and verify as completely as possible, comparable sales, and rentals, if applicable, from within the subject area, or other areas that, in the opinion of the appraiser, are reasonably comparable to the subject area, so that a value conclusion may be derived.

Sources of the data, utilized for this appraisal, include county deed records, real estate brokers, real estate appraisers, and other individuals knowledgeable in the local real estate market and, as applicable and appropriate, other individuals knowledgeable in specific types of property. One or more of the principals involved in the transactions, grantor, grantee, attorney, financier, broker of the transaction, or their representatives, have verified the market sales used in this report. Mississippi is a non-disclosure State. Other than the recordation of a deed, there is no legal requirement for grantors, grantees, or other parties to a transaction, to disclose any information relative to the transfer of real property. Since there is no legal requirement for the deed to include the transaction price when it is recorded, it is possible that there are transactions for which purchase price data could not be obtained.

Extent of Property Inspection

Per the **USPAP Scope of Work Rule**, “*The report must contain sufficient information to allow intended users to understand the scope of work performed*”. The extent of the subject property inspection, including interior and exterior areas, is required content of the appraisal report per the USPAP scope of work rule and per guidance from the FHWA regarding requirements for scope of work. The “extent of the inspection process” includes, but is not limited to: a declaration as to the part or parts of the property that were actually viewed or not viewed during the inspection; for structures and other improvements, whether such items were physically measured by the appraiser, whether interior and/or exterior inspection was performed for each item, and a declaration regarding the level of detail associated with the inspection of tangible property. The following is a description of the extent of the inspection performed on the subject property for this appraisal assignment

The property was inspected on April 24, 2023 by Zachary Fairley (GA-1418). This inspection involved an inspection of the acquisition areas and temporary easements. No improvements are located in the proposed acquisition or easement areas. Photographs were documented from the site visit.

Valuation Process

The data obtained is to be analyzed, when appropriate, via the Cost, Income, and Sales Comparison Approaches to Value, with appropriate support for any adjustments made and the value conclusions. The values derived via these three approaches, if applied, are then reconciled into final opinions of value for the subject property for both the before condition and after condition, respectively. The just compensation opinion thus derived by this process encompasses the value of the partial acquisition, improvements within the acquisition, damages to the remainder (if any), including any curative costs impacted by the acquisition in accordance with the Uniform Act and the Laws of the State of Mississippi.

Property Rights Appraised

The property rights appraised in this report consist of fee simple, and, as applicable and appropriate, easement, leased fee, and leasehold interest(s).

“Fee Simple Estate” is defined by *The Dictionary of Real Estate Appraisal*, 4th Edition, copyright 2002, page 113, by the American Institute of Real Estate Appraisers as being:

“Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.”

“Easement” is defined in *The Dictionary of Real Estate Appraisal*, copyright 2002, 4th Edition, page 90, by the American Institute of Real Estate Appraisers as being:

“An interest in real property that conveys use, but not ownership, of a portion of an owner’s property.”

“Leased Fee Interest” is defined in *The Dictionary of Real Estate Appraisal*, copyright 2002, 4th Edition, page 161, by the American Institute of Real Estate Appraisers as being:

“An ownership interest held by a landlord with the right of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the lessee are specified by contract terms contained within the lease”.

“Leasehold Interest” is defined in *The Dictionary of Real Estate Appraisal*, copyright 2002, 4th Edition, page 162, by the American Institute of Real Estate Appraisers as being:

“The interest held by the lessee (the tenant or renter) through a lease transferring the rights of use and occupancy for a stated term under certain conditions”.

Property Estate(s) Appraised:	<i>List and describe, if necessary, the property right(s) appraised (i.e., fee simple, easement, other)</i>
Fee Simple, Easement	

Fair Market Value Defined

Fair Market Value is value in exchange. It is “the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress”. (See the *Terms and Definitions* section of this report for the source of this definition)

Assumptions and Limiting Conditions

This appraisal is subject to the following underlying assumptions and limiting conditions:

The appraiser(s) certifies that to the best of his or her knowledge and belief, the statements contained in this appraisal report, subject to the limiting conditions set forth below are correct.

This appraisal is of the property described in this report.

The appraiser(s) has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader in visualizing the property.

Certain information in this report was obtained from and/or furnished by sources believed to be reliable; however, the absolute accuracy of information is not guaranteed. If relevant information or errors come to the attention of the appraiser, the appraiser reserves the right to change, alter, revise, or void the opinions contained in this report in part or in their entirety.

Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg. This report is to be used in its entirety. The appraiser is not responsible if any part of this report is used to the exclusion of the remainder.

We are not familiar with any engineering studies made to determine the bearing capacity of the land or that indicate any mineral contents of a significant nature.

The appraiser(s) has no knowledge of the existence of hazardous materials on the property unless otherwise stated in this report. The appraiser, however, is not qualified to detect such substances. The presence of any such substances, which may be potentially hazardous materials, may affect the value of the property. However, as directed by the client, the City of Hattiesburg, this value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value.

To the best of our knowledge no portion of the value assigned to the subject property is for items, which are non-compensable according established laws.

This property has been appraised as though free of all liens, unless otherwise stated herein. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered herewith. Good title is assumed.

Certain background and other relevant information applicable to the appraisal of this property and for this appraisal report is given in the project data brochure, which is incorporated herein by reference.

This appraisal was performed within requirements of regulation, law, and supplemental appraisal standards that are applicable to appraisals performed for governmental acquisitions and thus, certain valuation opinions and conclusions stated in this appraisal report are affected by these requirements. Applicable Mississippi Law is found at Mississippi Code Section 65, Section 43, Section 11, and also found in certain published decisions of the Mississippi Supreme Court as they pertain to property acquisition by Eminent Domain.

The reported value estimate assumed no impact on value because of "Section 404 wetlands", as defined by the U. S. Army Corps of Engineers. The client is urged to seek advice of an expert to determine any potential impact on wetlands on the property.

There are no additional assumptions and limiting conditions applicable to this appraisal.
The parent tract was estimated to be +/- 3.495 acres, more or less. This should be considered an exact acreage, as a survey was provided. The acquisition areas are exact measurements provided from the project engineer.
The appraiser reserves the right to alter his opinion of value following the submission of a total survey or acreage clarification

Extraordinary Assumptions and Hypothetical Conditions

Standard Rule 1-2(g) and (h) and Standard Rule 2-2 (a)(viii) and (b)(viii) of the *Uniform Standards of Professional Appraisal Practice* require the appraiser to identify and state all extraordinary assumptions and hypothetical conditions when developing and reporting an appraisal.

USPAP defines extraordinary assumption as “an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser’s opinions or conclusions. “ An extraordinary assumption presumes as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

USPAP defines hypothetical condition as “that which is contrary to what exists but is supposed for the purpose of analysis.” A hypothetical condition assumes conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

An appraiser cannot make an assumption or accept an instruction that is unreasonable or misleading, nor can an appraiser make an assumption that corrupts the validity of the value estimate. Written legal instructions that have proper foundation must be accepted and must be included in the appraisal report.

Following, if applicable, are all extraordinary assumptions and/or hypothetical conditions that affected the analyses, opinions, and conclusions of this report which are explained in the scope of work:

Following, if applicable, are appraiser instructions that affected the analyses, opinions, and conclusions of this report:

If applicable there are no temporary easement assumptions.

Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)

If professional assistance was provided to the appraiser the name of the individual(s) providing such assistance must be stated below. This includes both professional appraisal assistance and providers of subsidiary assistance, e.g., appraisers, registered foresters, architects, attorneys, planning and permitting consultants, engineers, cost estimators, marketing consultants, etc., etc.

If applicable, the following is a description of any necessary or appropriate steps that were performed in the completion of this appraisal assignment that were not previously noted in the scope of work, including a list of the individual(s) providing professional assistance and the type and extent of assistance provided.

A plat of the proposed acquisition area was provided by Maptech, Inc.. I have relied on the acreage from the plat to determine the size of the proposed acquisition and easement areas.

Declaration of Jurisdictional Exception to the Uniform Standards of Professional Appraisal Practice

In conformity with the requirements of USPAP Standard Rule 2-1(a, b, & c), this section of the appraisal report references those specific laws and regulations that prescribe methods and procedures of appraisal and appraisal reporting contrary to that required by USPAP. Application of the Jurisdictional Exception Rule of the USPAP is hereby declared.

Linking Estimate of Value to Specific Exposure Time –

USPAP Standards Rules 2-2(a)(v) & 2-2(b)(v) and clarifying comments contained in SMT-6 require the declaration of a market exposure time. Under Federal appraisal standards, “exposure time” statements are not permitted to appear in appraisal reports prepared for governmental acquisitions. Therefore, pursuant to the authority conveyed to the MDOT through Miss. Code, Sec. 65-1-8 all real property appraisals prepared for the MDOT, whether by staff employees or contracted fee appraisers, shall invoke a Jurisdictional Exception to the requirements of USPAP 2-2(a)(v) and 2-2(b)(v).

Consideration of Land Use Regulations –

USPAP Standard Rule 1-3(a) requires analysis of the effect existing land use regulations and reasonably probable modifications to same. This requirement is contrary to Federal appraisal standards. All real property appraisals performed for the MDOT, whether by staff employees or contracted fee appraisers, must disregard any recent rezoning if such rezoning was a consequence of, or in anticipation of, the government project for which the appraisal is being conducted. Therefore, pursuant to the authority conveyed to the MDOT through Miss. Code, Sec. 65-1-8, all real property appraisals shall invoke a Jurisdictional Exception to the requirements of USPAP 1-3(a).

Consideration of Anticipated Public Projects –

USPAP Standard Rule 1-4(f) requires the appraiser to analyze the effect on value of anticipated public improvements located on or off the property appraised. The appraisal requirements of USPAP Standard Rule 1-4(f) are contrary to State and Federal Law regarding appraisals performed for government acquisitions. All real property appraisals performed for the MDOT, whether by staff employees or contracted fee appraisers must disregard any decrease or increase in the fair market value of real property caused by the government project for which the appraisal is being conducted.

Valuation by Market Approach Only (a.k.a. Sales Comparison Method):

Unless specifically prohibited by Law, the MDOT is empowered and directed by statute to adopt such procedures as are advisable and/or necessary for the purpose of obtaining or securing financial assistance, grants or loans from the United States of America, or any agency thereof. All real property appraisals performed for the purpose of governmental acquisitions within the scope of The Uniform Act are authorized to omit cost and income approaches to valuation where sufficient sales data exists to produce a reliable opinion of value by use of the Market Approach alone (*a.k.a. Sales Comparison Approach*).

Additions to the Scope of Work and Comments (<i>If necessary</i>)	

Area & Neighborhood Data

Area Defined	<i>Brief description of the subject area boundaries or general limits, including the county or counties, prominent cities and prominent geographic features, i.e. Interstate or U.S. Highways, navigable waterways, etc.)</i>		
The area is defined as the medical and commercial district in Midtown Hattiesburg outlined by Hardy Street and Highway 49, inside the city limits of Hattiesburg, Forrest County, Mississippi. U. S. Highway 49 is a main north/south thoroughfare in Hattiesburg. Hardy Street is the main commercial corridor running east to west across Hattiesburg, and lies about two blocks north of the subject.			
Subject Location	☒ Urban	☒ Suburban	☐ Rural
Population Growth Rate	☒ Increasing	☐ Stable	☐ Decreasing
Primary Shopping/Trade Center – Area	Hattiesburg		
Primary Shopping/Trade Center – County	Forrest		
Nearest Employment Center	Hattiesburg		

Neighborhood Defined	<i>(Brief description of the neighborhood area boundaries or general limits, including, if applicable, community name or other name reference utilized by area residents)</i>				
The neighborhood is essentially defined as Hardy Street to the north, Lincoln Road to the south, South 28 th Avenue to the east, and South 34 th Avenue to the west. Forrest General is the largest hospital between Jackson and the Gulf Coast. The neighborhood mostly consists of commercial, residential and medical uses. New developments in the area include the new FGH Cancer Center on South 28 th Avenue and Arlington Loop, the new red light project on the corner of Highway 49 and Camp Street, and the state of the art development of Jones Companies office headquarters under construction one block to the north. Highway 49 consists of mainly professional offices, small retail buildings, fast food and dine in restaurants as well as medical uses along the highway and along South 28 th Avenue. The South 28th Avenue corridor consists mainly of professional and medical offices affiliated with Forrest General Hospital or Hattiesburg Clinic. South 28th Avenue has experienced conversion from single family residential into medical use. Access to the neighborhood is considered great via Highway 49 and Arlington Loop. Highway 49 is the main north/south thoroughfare for traffic traveling from the northern portions of the city to the southern portions connecting Jackson to the Gulf Coast. The traffic count along Highway 49 is 26,000 cars with Arlington Loop consisting of 3,600 cars. The Midtown District is an upper end, high quality retail, commercial and residential district catering to the USM students, faculty, and surrounding Hattiesburg residents. Midtown Hattiesburg Master Plan is to create a walkable, workable, livable mixed use community that connects people to living, shopping, dining, entertainment, educational, medical, cultural, and recreational venues.					
Neighborhood Zoning	☒ Res.	☒ Comm.	☐ Ind.	☐ Other	☒ None
Neighborhood Utilities	☒ Elec.	☒ Gas	☒ Water		
	☐ All	☐ Part	☒ Sewerage		
	☐ Other				
Neighborhood Imp's	☐ Storm Sewer	☒ Crb/Gtr	☒ Sidewalk	☒ Street Lights	
	☐ Other				
Schools	Hattiesburg City Schools				
Recreational Facilities					
Fire	City of Hattiesburg				
Police	City of Hattiesburg				
Other					

Site Description

(Before – Acquisition - After)

Site Description — Before

An analysis of the subject site is particularly important in estimating its highest and best use and for separate valuation from the improvements. The following is a discussion of the subject site in the Before Condition.

Present Use of Site: Vacant Land

Legal Description of the Total Ownership: The subject is the vacant +/- 3.495 acres occupied by Hattiesburg Clinic located west of the Hattiesburg Clinic Support Services Facility and east of South 31st Avenue. The total acreage is an estimate based on the provided legal description.

Frontage/Access: Arlington Loop fronts along the northern boundary for +/- 410' of frontage and South 31st Avenue to the west for +/-350'. No access drives into the property are in place.

Topography: Open; partially wooded with a gradual incline in topography towards the southern boundary.

Flood Plain and Drainage Data: According to flood map 28035C0104E, dated November 19th, 2021, the property does not lie within a designated flood zone.

Use Restrictions: EM-2; Zoned Midtown District by the City of Hattiesburg (see addenda)

Site Improvements: None

Off-Site Public Improvements: Forrest General Hospital; Midtown District

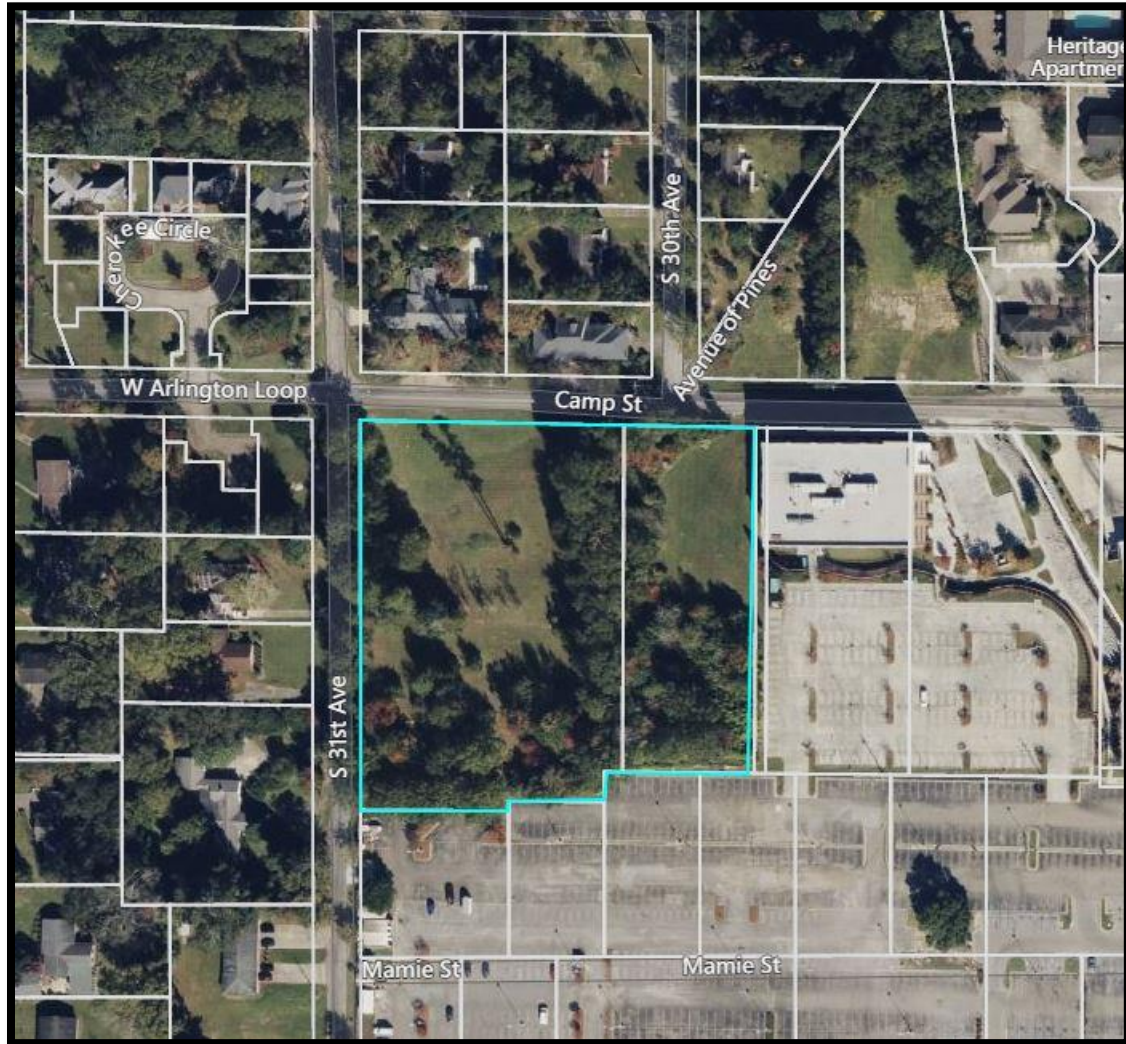
Adjacent Land Uses: Located to the north of the property is a variety of residential, retail, commercial, medical and professional office uses. A residential area lies to the south and west. The Hattiesburg Clinic's main medical complex lies immediately to the south and east of the property.

Easements/Encumbrances: None noted.

Utilities:

Utility Service	Supplier	Utility Service	Supplier
Electricity	MS Power	Sewer	City of Hattiesburg
Gas	Spire	Water	City of Hattiesburg
Garbage Collection	City of Hattiesburg	Telephone	AT&T

AERIAL PHOTO



ACQUISITION AREAS



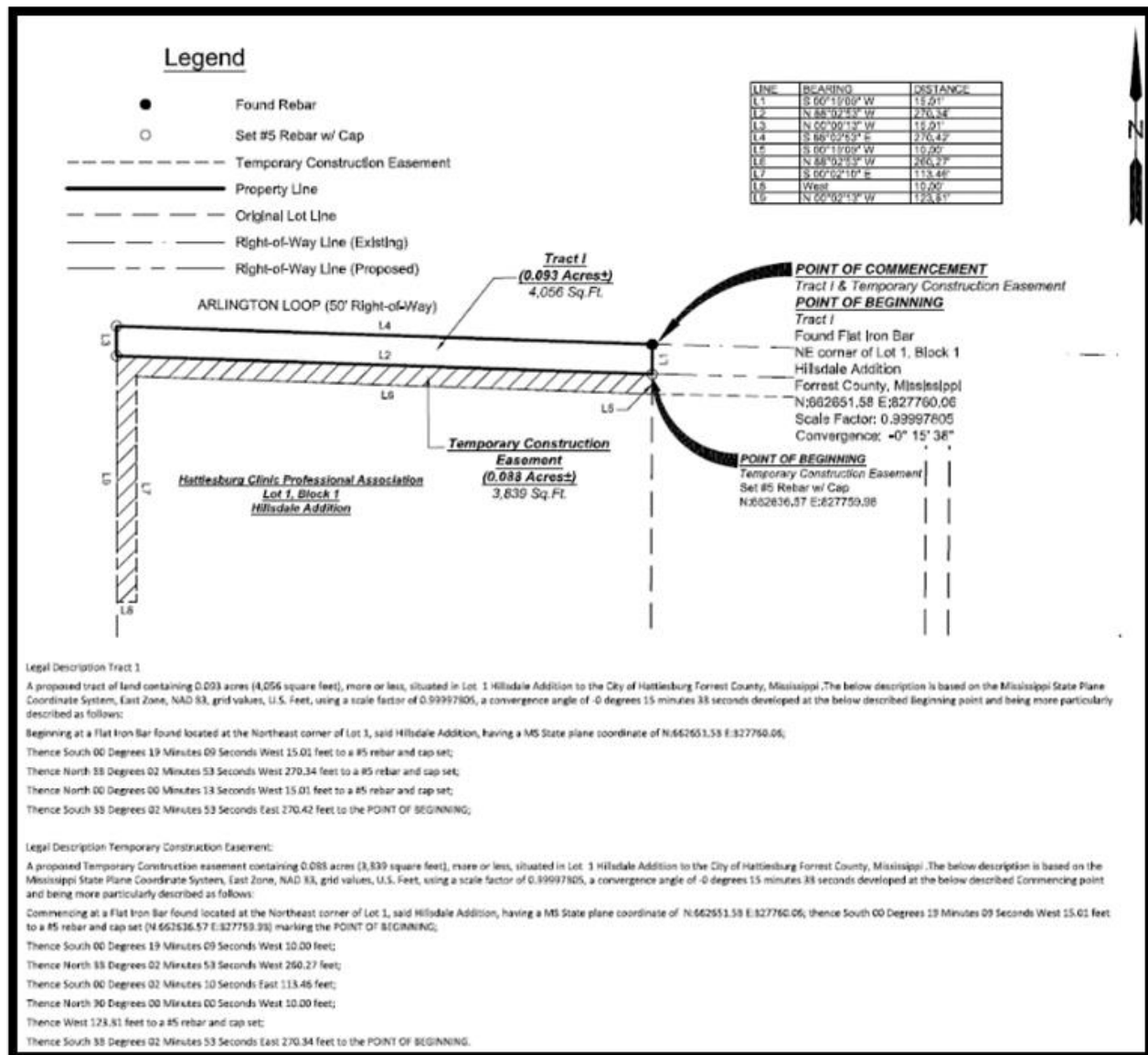
Site Description — Area of Acquisition

Location: The permanent acquisition area contains total of 6,133 square feet. In addition, there is a temporary easement “piggy-backing” the permanent acquisition area totaling to 5,224 square feet. The acquisition areas and temporary easements lie in 2 contiguous parcels, and are described in more detail on the following pages. A summary of the acquisition areas is shown below

Parcel	Parcel	Permanent Easement	Temporary Easement
4	2-028N-07-245.00	0.093 Ac or 4,056 SF	0.088 Ac or 3,839 SF
7	2-028N-07-244.00	0.048 Ac or 2,077 SF	0.032 Ac or 1,385 SF
	TOTALS	0.141 Ac or 6,133 SF	0.12 Ac or 5,224 SF

Rights to be Acquired for Each Parcel: Fee Simple, Easement

Right-of-Way Plat – Parcel 4



Site Description — Area of Acquisition

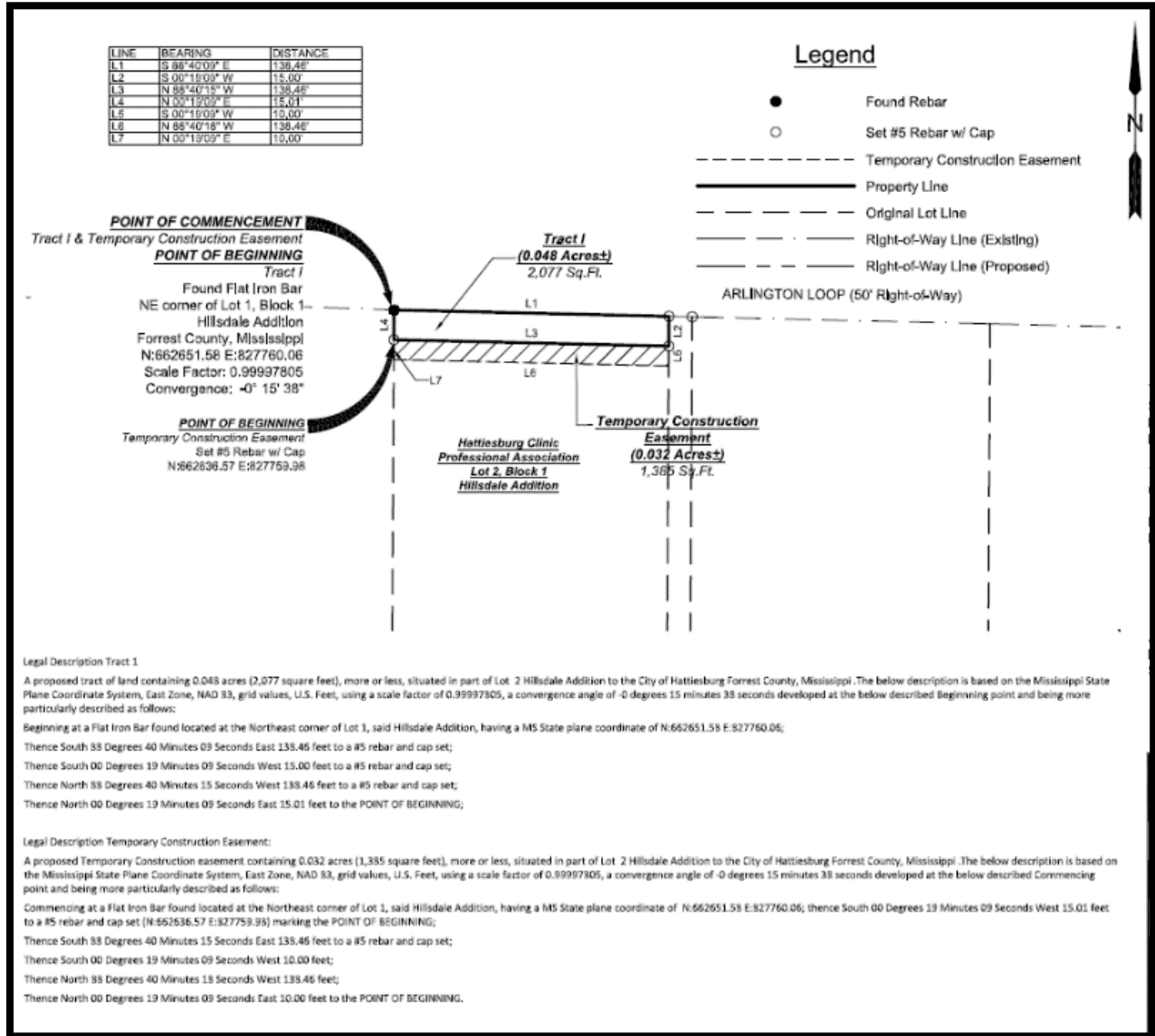
Location: Located along the south side of Arlington Loop and the east side of South 31st Avenue.

Dimensions/Area/Shape: The permanent easement area is rectangular shape. The easement area moves in 15 feet onto the property and contains 4,056 sf. The temporary construction easements "piggy-backs" the permanent easement area at a depth of 10 feet containing 3,839 square feet.

Site Improvements: None

Rights to be Acquired for Each Parcel: Fee Simple, Temporary Construction Easement

Right-of-Way Plat – Parcel 7



Site Description — Area of Acquisition

Location: Located along the south side of Arlington Loop and west of Hattiesburg Clinic Support Services building.

Dimensions/Area/Shape: The permanent easement area is rectangular shape. The easement area moves in 15 feet onto the property and contains 2,077 sf. The temporary construction easements "piggy-backs" the permanent easement area at a depth of 10 feet containing 1,385 square feet.

Site Improvements: None

Rights to be Acquired for Each Parcel: Fee Simple, Temporary Construction Easement

Parcel No. Parcels 4 & 7

Project No. Midtown Streetscape Project

Unimproved Property Appraisal Report (Revised: 2014)

Page 17

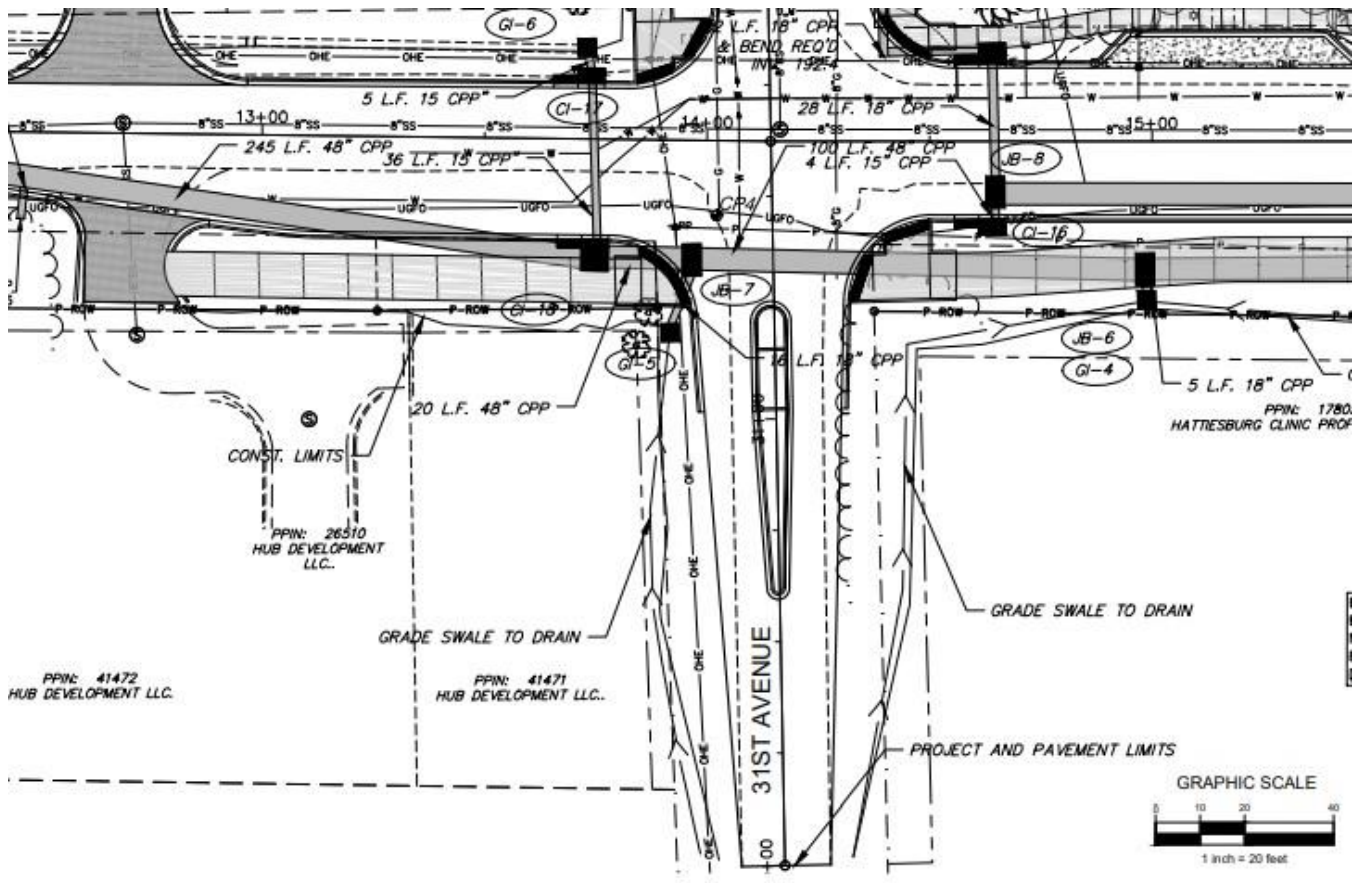
Site Description — After

Dimensions/Area/Shape: After the temporary easement use, the property will still have 3.35 acres remaining. The temporary easement will be required for 2 years, at which time there may be periods of limited access to the property.

The property is an undeveloped parcel and no damages for lack of use has been assigned during the construction period.

Frontage/Access: The property will retain the same public access and frontage in the after condition.

The overall utility will remain the same in the after condition and no damages were noted.



Photographs



Looking south along the western boundary and S. 31st Avenue



View of the acquisition areas along Arlington Loop



View of the property from Arlington Loop



View of the acquisition areas along Arlington Loop



Looking toward the eastern boundary and acquisition areas



NEC of the property along Arlington Street

Whole Tract and Larger Parcel Declaration

Whole Tract Declaration

On those properties where the total ownership and the Larger Parcel are not one-in-the-same, it is possible for a property to contain several Larger Parcels (Highest & Best Use areas). The acquisition may affect more than one Larger Parcel (H&BU area), it is essential that there be a clear declaration by the appraiser as to what part and/or parts of the total ownership are being appraised. This section of the appraisal report declares exactly what was valued in the appraisal process and includes:

- The size of the contiguous total ownership provided to the appraiser by the City of Hattiesburg
- Declaration of the Larger Parcels (H&BU areas) within the total ownership that are unaffected
- Identification and delineation of the affected Larger Parcels (H&BU areas) described by the following methods as appropriate:
 - a. Clearly visible physical features- road, creek, ditch, fence, tree line, etc.
 - b. Subdivision boundary, Zoning line, corporate limits, county line, section line, etc.
 - c. Dimensioned area as determined by the appraiser

Total "Whole Tract" Declaration and Summary	(Ac./S.F.)
The +/- 3.495 acre site is currently vacant land. The entire 3.495 acres has contiguous ownership and has a consistent highest and best use. The whole tract was appraised in this report.	

Declaration of the Larger Parcel

There are three conditions or tests that are considered in determining the larger parcel, unity of ownership, unity of use, and contiguity. In certain instances, the larger parcel may not include all the lands that are contiguous and under identical ownership. In determining the larger parcel to be appraised, reliance on unity of ownership and unit of use will be given substantial weight. In determining the larger parcel, the following is noted:

Larger Parcel(s) Summary	(Dimensions, Size, and Use)
Same as above.	

Highest and Best Use Analysis

¹**Highest and best use** is defined in *The Dictionary of Real Estate Appraisal, Fourth Edition*, Copyright 2002, page 135, compiled by the Appraisal Institute as:

“The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity”.

The reasonable and probable use that will support the highest property value, as defined, as of the date of the appraisal. In order to arrive at a highest and best use estimate, the land is first analyzed as if vacant. Later, the total property, including any existing improvements, is analyzed. In estimating the highest and best use of the subject site, as if vacant and improved, you must first carefully study the existing land use patterns and trends in the area. In estimating the highest and best use of the subject property, the appraiser has considered very carefully the following factors:

1. The land and location is considered in relationship to the local area.
2. The physical characteristics of the land and improvements, including the land's overall size, shape, road frontage, topography, soil and sub-soil conditions and available utilities.
3. In analyzing the highest and best use of the subject, as applicable and appropriate, the Sales Comparison Approach, Cost Approach, and Income Approach are considered.

The procedure used in this report to estimate highest and best use of the subject site was to consider, in sequence, the site's utility, its legal use, its possible and most feasible use, and, finally, the optimum or highest and best use.

Highest and Best Use Analysis	(Address physically possible, legal permissibility, economic feasibility, maximal productivity, in Before & After for all larger parcels or whole tract as applicable)
Highest and best use is defined in the third edition of <i>The Dictionary of Real Estate Appraisal</i> (Appraisal Institute, Chicago, 1993), as follows:	
The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.	
Highest and best use analysis is a three-step process. The first step involves the highest and best use of a site as though vacant. The determination must be made to leave the site vacant or to improve it. If the conclusion is to improve the site, the second step is to determine the ideal improvement. The final step is a comparison between the ideal improvement and the existing improvement. At this point, the determination must be made to maintain the property in its present form or to modify the improvements to more closely conform with the ideal.	
Highest and Best Use as Though Vacant	
The subject is zoned EM-2, which is designed for medical buildings, hospitals, civic buildings and professional offices. The subject zoning was changed following the Midtown District designation. The site contains approximately 3.495 acres, and is a vacant parcel. It is well drained, with all municipal utilities available. Consequently, there are no physical limitations to prevent development of the subject site with any of the uses permitted by the EM-2 zoning.	

¹ The phrase “*highest and best use areas*” or “*uses*” is from wording utilized by the Mississippi Supreme Court in its published eminent domain decisions. Reference of these phrases by the Court has been historically utilized in a manner equivalent to the phrase “*Larger Parcel*”. For additional information, please refer to the “*Terms and Definitions*” section of this appraisal report.

The site is physically possible to be used for a wide variety of uses. No physical limitations were noted. However, due to the EM-2 Zoning, the site is limited to retail, medical buildings, hospitals, civic buildings and professional offices etc. The highest and best use of the site would be as some sort of large commercial or medical office development use.

Ownership History and Tax Information

Ownership History

In developing a real property appraisal an appraiser must:

1. Analyze any current agreement of sale, option, or listing of the subject property, if such information is available to the appraiser in the normal course of business.
2. Analyze any prior sales of the subject property that occurred within the following minimum time period of five years.
3. Discuss below (as applicable) the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the data.
4. When there is a sale of the subject property to the current owner for an undisclosed price, the appraiser must state that he or she attempted to obtain the purchase price and other terms of the transaction without success. (If transaction price could not be verified please explain below.)

Ownership History					
Property Transactions during the last five years to Date:					
Date	Grantor	Grantee	Consideration	Book/Page	Ver.
01/29/2019	Forrest General Hospital	Hattiesburg Clinic	SWD	1303/731	Yes
Explanation:					

Tax Information			
Tax Parcel I.D. Number	2-028N-07-245.00, 2-028N-07-244.00,	True Value – Land	Not taxed
Millage Rate	_____	True Value – Improvements	\$0
Property Assessment Rate	_____		
Special Assessments	_____		

Parcel No. Parcels 4 & 7 Project No. Midtown Streetscape Project

Approaches to Value

All standard techniques used by appraiser in estimating of market value can be grouped into the following three main approaches to value: 1) Sales Comparison Approach, 2) Cost Approach, and 3) Income Approach. One or more of these approaches are used in all appraisal assignments. Use of these approaches will depend on the type of property being appraised and quantity and quality of data available for analysis.

Sale Comparison Approach: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when comparable sales data are available.

Cost Approach: A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of, or replacement for, the existing structure; deducting depreciation from the reproduction or replacement cost; and adding the estimated land value, plus an entrepreneurial profit. Adjustments may then be made to the indicate fee simple value of the subject property to reflect the value of the property interest being appraised.

Income Approach: A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.

The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute

Approach to Value Utilized in this Appraisal Assignment Are:

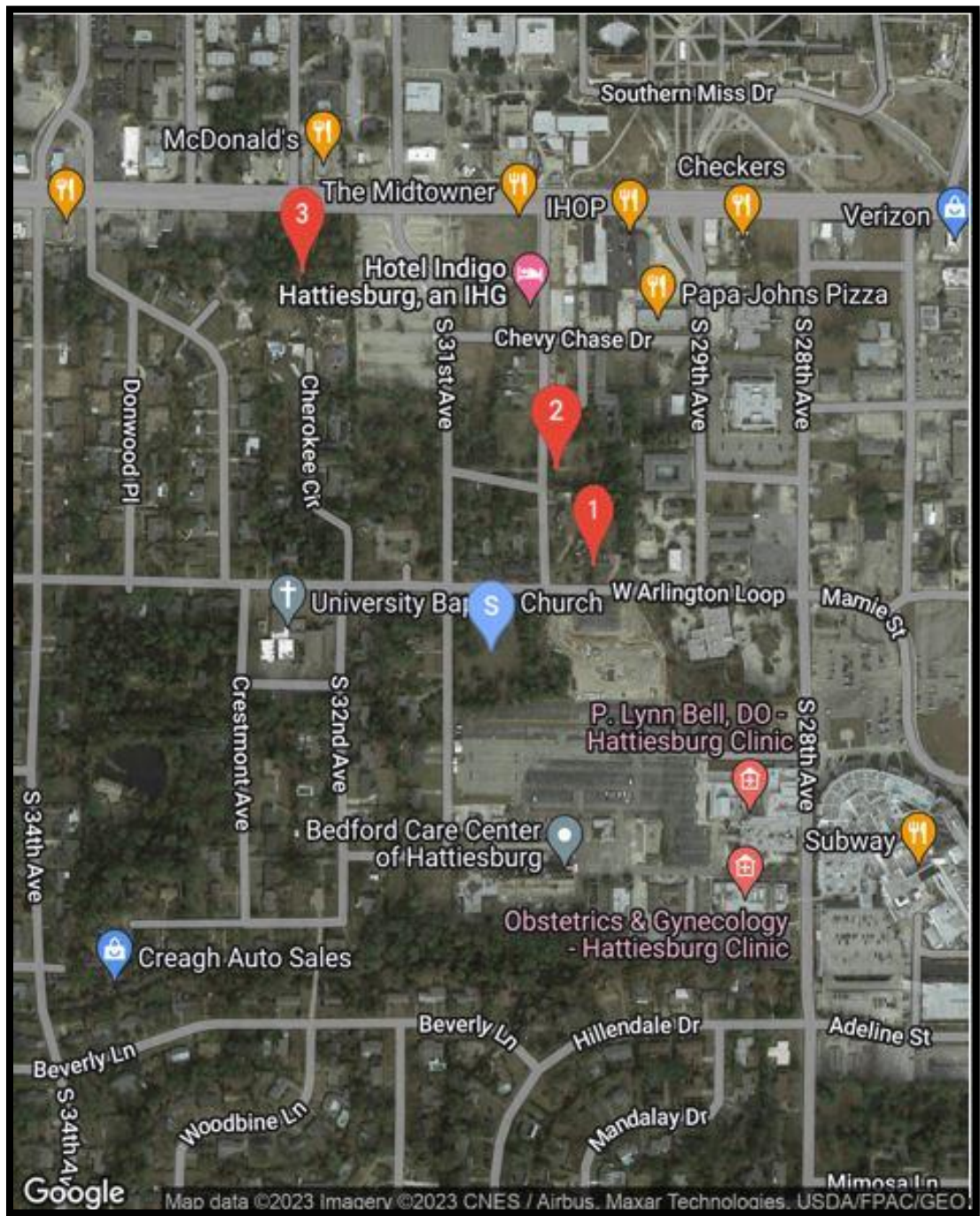
☐ Cost Approach

☐ Income Approach

☒ Sales Comparison Approach

Reason(s) for excluding any of the usual approaches to value	
The sales comparison approach was the only applicable approach to arrive at just compensation for the loss of land. The cost and income approach to value would not apply.	
The value stated in this report is the value of the land only.	

Land Sales Map



Sales Comparison Approach – (Land) – Before Value

Land Sales Summary and Adjustment Grid				
Subject		Comparable 1	Comparable 2	Comparable 3
Location:	S. 31st Ave. & Arlington	Arlington Loop	S. 31st Avenue	Hardy Street
City:	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg
County:	Forrest	Forrest	Forrest	Forrest
Seller:	Forrest County General Hospital	Alridge & Talbot	Hub Development	Gamill & McKay
Buyer:	Hattiesburg Clinic	Hattiesburg Clinic	Midtown Montevista	Garner Property &
Deed Book / Page	1303/731	1325/395	1336/123	1393/341
Date of Sale:	1/29/2019	November-19	April-20	May-22
Sale Price:	\$2,270,000	\$800,000	\$1,066,349	\$1,500,000
Site Size (Sq. Ft.):	152,287	62,058.00	62,726.00	103,673.00
Unadjusted Price/Acre:	\$14.90	\$12.89	\$17.00	\$14.47
Adjustments				
Rights Transferred:	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financial Considerations	Market	Market	Market	Market
Conditions of Sale:	Arm's Length	Arm's Length	Arm's Length	Arm's Length
		0%	0%	0%
Market Conditions - Time:		Stable	Stable	Stable
		0%	0%	0%
Time Adjusted Cash Equiv. Price/SF:		\$12.89	\$17.00	\$14.47
Location:		Similar	Similar	Superior
		0%	0%	-10%
Site Size (Sq. Ft.):	152,287.00	62,058.00	62,726.00	78,408.00
		-5%	-5%	-5%
Frontage/Access:	Corner	Inferior	Similar	Inferior
		10%	0%	10%
Topography:	Generally Level; Partially wooded	Similar	Similar	Similar
		0%	0%	0%
Zoning	EM-2	B-1	MX-3	B-3
		0%	-5%	0%
Net Adjustments:		5%	-10%	-5%
Adjusted Price/Acre:		\$13.54	\$15.30	\$13.75

Sales Comparison Approach – (Land) – After Value

Land Sales Summary and Adjustment Grid				
Subject		Comparable 1	Comparable 2	Comparable 3
Location:	S. 31st Ave. & Arlington	Arlington Loop	S. 31st Avenue	Hardy Street
City:	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg
County:	Forrest	Forrest	Forrest	Forrest
Seller:	Forrest County General Hospital	Alridge & Talbot	Hub Development	Gamill & McKay
Buyer:	Hattiesburg Clinic	Hattiesburg Clinic	Midtown Montevista	Garner Property &
Deed Book / Page	1303/731	1325/395	1336/123	1393/341
Date of Sale:	1/29/2019	November-19	April-20	May-22
Sale Price:	\$2,270,000	\$800,000	\$1,066,349	\$1,500,000
Site Size (Sq. Ft.):	152,267	62,058.00	62,726.00	103,673.00
Unadjusted Price/Acre:	\$14.90	\$12.89	\$17.00	\$14.47
Adjustments				
Rights Transferred:	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financial Considerations	Market	Market	Market	Market
Conditions of Sale:	Arm's Length	Arm's Length	Arm's Length	Arm's Length
Market Conditions - Time:		Stable	Stable	Stable
Time Adjusted Cash Equiv. Price/SF:		\$12.89	\$17.00	\$14.47
Location:		Similar	Similar	Superior
Site Size (Sq. Ft.):	146,134.00	62,058.00	62,726.00	78,408.00
Frontage/Access:	Corner	Inferior	Similar	Similar
Topography:	Generally Level; Partially wooded	Similar	Similar	Similar
Zoning	EM-2	B-1	MX-3	B-3
Net Adjustments:		5%	-10%	-15%
Adjusted Price/Acre:		\$13.54	\$15.30	\$12.30

SAME AS PREVIOUS

Explanation of Adjustment-(Land)

(Before and After)

ANALYSIS OF LAND SALES

The array of data suggests possible adjustments for various characteristics of each transaction in comparison with the subject site. This comparison of land sales to the subject property is the basis for determining a value indication of the subject site as though vacant. The analysis of these adjustments is found in the following paragraphs.

PROPERTY RIGHTS CONVEYED

All of the above land sales conveyed fee simple ownership, therefore, no adjustment is necessary.

FINANCING TERMS

None of the sales involved below market interest rates or seller financing. Therefore, no adjustments were made.

LOCATION AND ACCESS

The property is located at the intersection of S.31st Avenue and Arlington Loop in the Midtown District. All of the sales are located in the same neighborhood. Sale 3 is located along Hardy Street with superior exposure and access.

SIZE

The subject is 3.495 acres, more or less, and is larger than all of the sales. Typically, the larger the land size, the lower price per unit. A downward adjustment for size is indicated by the sales. Therefore, downward adjustments were applied to the smaller sales.

MARKET CONDITIONS

All of the sales were considered recent and occurred during similar market conditions.

CORRELATION

After adjusting the sales for its differences in size, location, etc, a range of values from \$12.30- \$15.30 per square foot is indicated. The property previously sold at \$14.90/sf in 2019. Since then, the neighborhood has seen an influx of commercial and retail demand in The District at Midtown. This is mixed-use development with retail, restaurants, hospitality, and townhomes. Also, Jones Companies is in the process of constructing a very large Class A office building located two blocks north of the subject. There are few large commercial sales like the subject in the area, and I have included the most recent, most similar sales.

Considering all factors, I have concluded a total value of \$15.00/sf for the 3.495 acre (152,287 sq. ft.) subject site.

Before Land Value - Summary

Size/Sq. Ft.	Unit of Measure	Rate	Value
152,287	Price/Sq. Ft.	\$15.00	\$2,284,305
Add (Timber, Site Improvements, Other) – See Attached			\$0
Total Before Land Value			\$2,284,305
Rounded			\$2,284,305

AFTER VALUE

The subject site has the same overall use and commercial potential in the after condition. The same \$15.00/sf was applied to the 3.35 acre after site.

There are two temporary construction easements on the subject site. The total area for construction easements equal 5,224 sf, or 0.12 acres.

In order to value the use of the 2 year construction easement, I have analyzed several land ground leases in the area. A summary of these ground lease rates are discussed below.

Forrest County schools has a large amount of 16th Section schoolboard land that is leased for commercial purposes. The majority of this land is located along Broadway Drive in Hattiesburg. Representatives stated that the schoolboard attempts to get 10% of the Fee Simple value for Schoolboard property.

Lamar County schools also leases several 16th Section schoolboard sites in Lamar County, located one county to the west. Mr. Rick Norton (schoolboard attorney) was interviewed in regards to the leasing activity in Lamar County. The schoolboard discusses the lease policy each year, and assigns the expected return based on Fee Simple land value. The current return for "commercial" property is based on 6% of Fee Simple value.

I was able to find two other ground leases in the area, with rates indicated at 10-12%.

Based on my interviews and analysis, ground leases in the area appear to be leased at 5-12%. The most relevant ground lease information was based on the Forrest County schoolboard leases, leased at 10% of fee simple value. A ground lease rate of 10% was applied to the 2 year lease agreement.

Upfront / Lump Sum discount (1 pmt, 2n, 10i, PV= 1.74, $1.735 / 2.0 = 0.8675$)

The calculated temporary easement is as follows:

5,224 Sq. Ft. x \$15.00/sf x 10% x 2 years x 0.8675 = \$13,595

CONCLUSION OF AFTER VALUE

Size/Sq. Ft	Unit of Measure	Rate	Value
146,154	Price/Sq. Ft.	\$15.00	\$2,192,310
Less: Cost-to-Cure			\$0
Less: Easements – 5,224 Sq. Ft. Temporary Easement			(\$13,595)
Less: Q-Interests			\$0
Total After Land Value			\$2,178,715
Rounded			\$2,178,715
Difference in Before and After			\$105,590

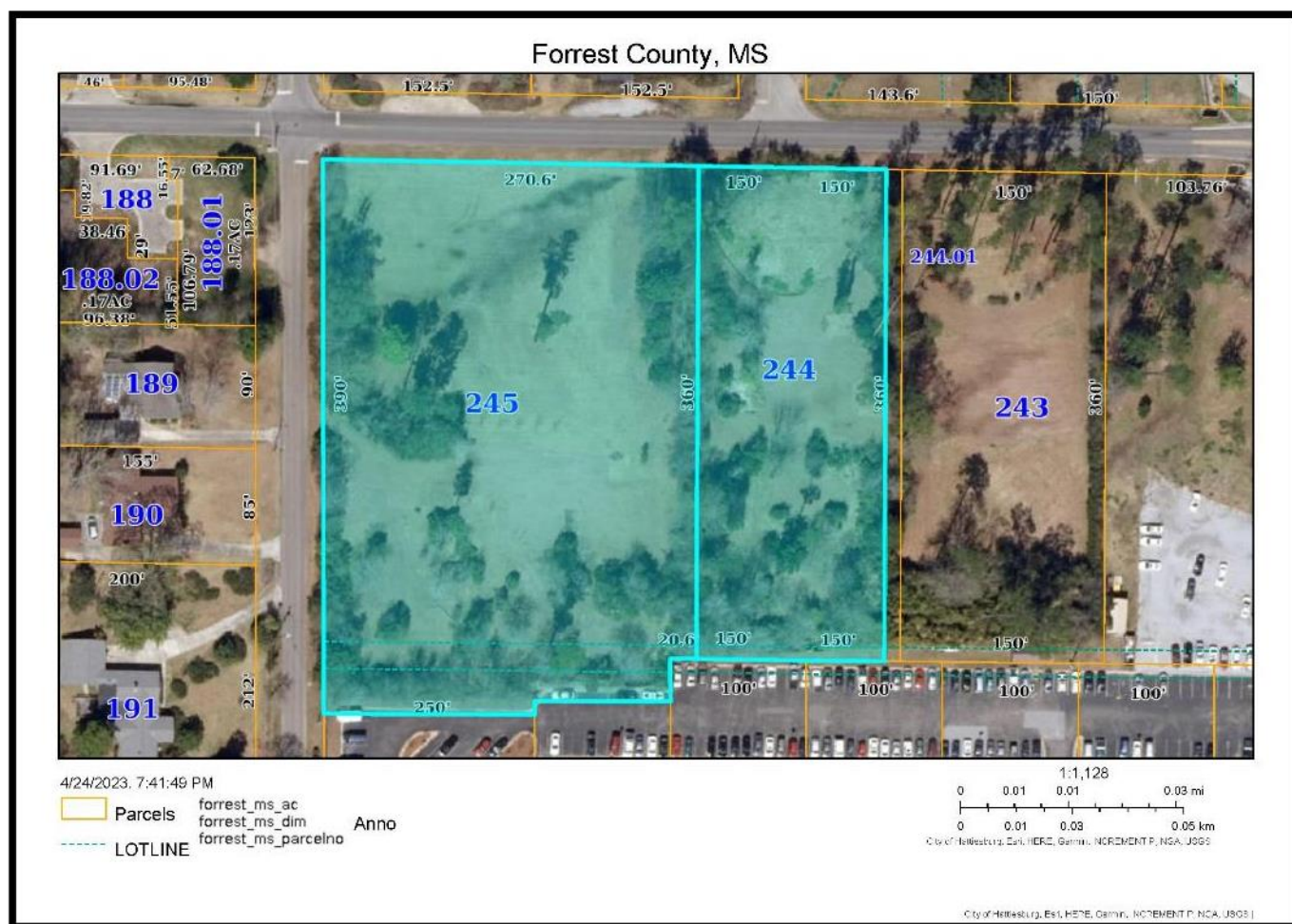
Final Reconciliation of Value

	Before	After	Difference
Sales Comparison Approach	\$2,284,305	\$2,171,715	\$105,590
Cost Approach			
Income Approach			

Reconciliation	<i>Explain the appropriateness of the approaches, the accuracy of the data and calculations, and the quantity and quality of the data presented relative to the scope of the assignment and the specific appraisal problem.</i>
Several land sales were confirmed and researched in the subject neighborhood. These sales provided a good market value indication. After researching the local sales, a unit value of \$15.00/sf was concluded. The sales approach was considered the best method at valuing the subject site as vacant. A value of \$2,284,305 was concluded in the before condition. In the after condition, the property will retain similar access, size, and utility; and no damages were noted. A temporary easement area will be retained for the duration of the construction period estimated to be 2 years. The same unit value was applied in the after condition resulting an after value of \$2,171,715. The difference in the before and after values was considered the just compensation of \$105,590.	

The difference between the Fair Market Value of the whole tract and the remainder is \$105,590 as of April 24th, 2023, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

TAX MAP



Addenda

Terms and Definitions

Agency- the Federal Agency, State, State Agency, or person that acquires real property or displaces a person.

Appraisal- a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

Uneconomic Remnant- a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner.

Total Ownership- the total amount of contiguous property, under the ownership of a single legal entity, as indicated by the map provided to the appraiser by the client for an appraisal assignment.

Whole Tract- that amount of property, within the "Total Ownership", as determined by the appraiser, to be affected by the acquisition. The *whole tract* is defined by the appraiser, and may be determined to be the same as the total ownership, or some defined area that is less than the "Total Ownership".

Larger Parcel-²that tract, or tracts, of land which possess a unity of ownership and have the same, or an integrated, highest and best use. Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. Mississippi Case Law recognizes this concept but refers to it by use of the phrases "Highest and Best Use areas" or "Highest and Best Uses"³ Designation of the Larger Parcel, for appraisals performed in connection with the disposal of excess property, may require the adoption of a hypothetical condition regarding "unity of ownership".

Excess Property "(2)...whenever real property, with the exception of easements for highway purposes, has been acquired by the City of Hattiesburg, in any manner, for public use and in the opinion of the commission all or any part thereof becomes unnecessary for public use, the same shall be declared on the minutes of the commission as excess property and sold at private sale at market value."⁴

Disposal as used in the appraisal of excess property, "means the sale of real property rights therein, including access or air rights, when no longer needed for highway right-of-way or other uses eligible for funding under title 23 of the [U.S.] Code"⁵

Fair Market Value- Fair Market Value is value in exchange. It is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".⁶

Effective Date – The date at which the analyses, opinions, and advice in an appraisal, review, or consulting service apply. (USPAP, 2002 ed.) Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 4th Edition.

² The Uniform Appraisal Standards for Federal Land Acquisitions, Interagency Land Acquisition Conference, Published by the Appraisal Institute with the cooperation of the U.S. Department of Justice, Washington, D.C. 2000,

³ Oughton v. Gaddis, 683 So.2d 390 (Miss. 1996)

⁴ Mississippi Code of 1972, Annotated, § 65-1-123

⁵ United States Code, 23 CFR 710.105

⁶ *Potters II v. State Highway Comm'n of Mississippi*, 608 So. 2d 1227, 1231 (Miss. 1992).

Date of the Report – The date of the transmittal letter of a written report or the date a written report lacking a transmittal letter is completed by the appraiser. The date of an oral report is the date it is communicated to or for the client. The date of the report may or may not be the same as the effective date of the appraisal. (USPAP, 2002 ed.) Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 4th Edition.

Highest and Best Use- The best or most valuable use to which the property, [.....], is adapted. Mere speculative uses cannot be considered. There must be some probability that the land would be used within a reasonable time for the particular use to which it is adapted. There must be a present demand for the land for such purpose or a reasonable expectation of such demand in the near future.⁷

Before and After Rule [Mississippi]- When part of a larger tract of land is taken for public use, the owner should be awarded the difference between the fair market value of the whole tract immediately before the taking, and the fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.⁸ Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.⁹

Before Value- The fair market value of the whole tract immediately before the taking.¹⁰

After Value- The fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.

Due Compensation¹¹- Just Compensation¹² the value of the land taken and the damages, if any, which result... as a consequence of the taking, without considering either general benefits or injuries resulting from the use to which the land taken is to be put, shared by the general public.¹³

Damages to Remainder- *[In the context of valuation under the Before and After Rule, it is]* the depreciation in the fair market value of the remaining area, ...that is special, and not such as is common to all the property in the neighborhood.¹⁴ In determining damages, if any, to the remainder if less than the whole of a defendant's interest in property is taken, nothing shall be deducted there from on account of the supposed benefits incident to the public use for which the petitioner seeks to acquire the property.¹⁵

Cost-to-Cure Damages [the cost or costs associated with] the necessity of rebuilding fences and wells, the necessity of relocating roads, and other similar items. [Such] items are all part of the depreciated value of the property, since the landowner is required to do this construction in order to use the property in the manner in which it has been used or for which it is best adapted.¹⁶

Extraordinary Assumption – (USPAP definition) an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions.

⁷ MSHC v. Brooks, 123 So.2d 423, 427 (1960); MSHC v. Wagley, 231 So.2d 507 (1970);

⁸ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

⁹ Mississippi Code of 1972, Annotated, Section 43-37-3

¹⁰ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

¹¹ Constitution of Mississippi, Article 3, § 17

¹² Mississippi Code of 1972, Annotated, Section 43-37-3

¹³ MSHC v. Hillman, 198 So. 565;

¹⁴ MSHC v. Colonial Inn, Inc. 149 So.2d 851;

¹⁵ Mississippi Code of 1972, Annotated, Section 11-27-21;

¹⁶ Emerson v. MSHC, 208 So.2d 441

Hypothetical Condition – (USPAP definition) that which is contrary to what exists but is supposed for the purpose of analysis.

Intended User – the client and any other party as identified, by name or type, as users of the appraisal, appraisal review, or appraisal consulting report by the appraiser on the basis of communication with the client at the time of the assignment.

Jurisdictional Exception – an assignment condition that voids the force of a part or parts of USPAP, when compliance with part or parts of USPAP is contrary to law or public policy applicable to the assignment.

Supplemental Standards – requirements issued by government agencies, government sponsored enterprises, or other entities that establish public policy which add to the purpose, intent and content of the requirements of USPAP, that have a material effect on the development and reporting of assignment results.

Plottage The increment of value created when two or more sites are combined to produce greater utility. See also assemblage.

Assemblage The combining of two or more parcels, usually but not necessarily contiguous, into one ownership or use; the process that creates plottage value. (USPAP, 2002 ed.) See also plottage.

Assemblage Cost The excess cost incurred to acquire individual adjacent parcels of real estate in a single ownership beyond the estimated cost of acquiring similar sites that do not form a specifically desired assemblage.

Scope of Work “The Scope of Work is a written set of expectations that form an agreement or understanding between the appraiser and the agency as to the specific requirements of the appraisal, resulting in a report to be delivered to the agency by the appraiser. It includes identification of the intended use and intended user; definition of fair market value; statement of assumptions and limiting conditions; and certifications, the type and extent of research and analyses in an assignment. Either the appraiser or the agency may recommend modifications to the initial Scope of Work, but both parties must approve changes.”¹⁷

¹⁷ Federal Highway Administration, Guide For Preparing An Appraisal Scope of Work, October, 2005

MIDTOWN DISTRICT:

The goal of Midtown In Motion - Midtown Hattiesburg Master Plan is to create a walkable, workable, livable mixed use community that connects people to living, shopping, dining, entertainment, educational, medical, cultural, and recreational venues.

The underlying elements of the Midtown Plan are:

- Diversified
- Sustainable
- Livable
- Multi-Modal
- Connected
- Predictable
- Neighborhood Friendly
- Environmentally Sensitive

The Master Plan uses to its advantage Midtown's strategic location among the region's major economic drivers – Forrest General Hospital, Hattiesburg Clinic, and The University of Southern Mississippi to become a highly successful and sustainable mixed use community. The tremendous number of employees and visitors garnered by these three institutions creates significant demand for an array of residential, retail, office, entertainment, and cultural venues.

Forrest General Hospital • 3,200 Employees/Staff • 30,600 Annual Admissions • 18,000 Visitors Per Month

Hattiesburg Clinic • 1,800 Employees/Staff • 50,000 Visitors Per Month

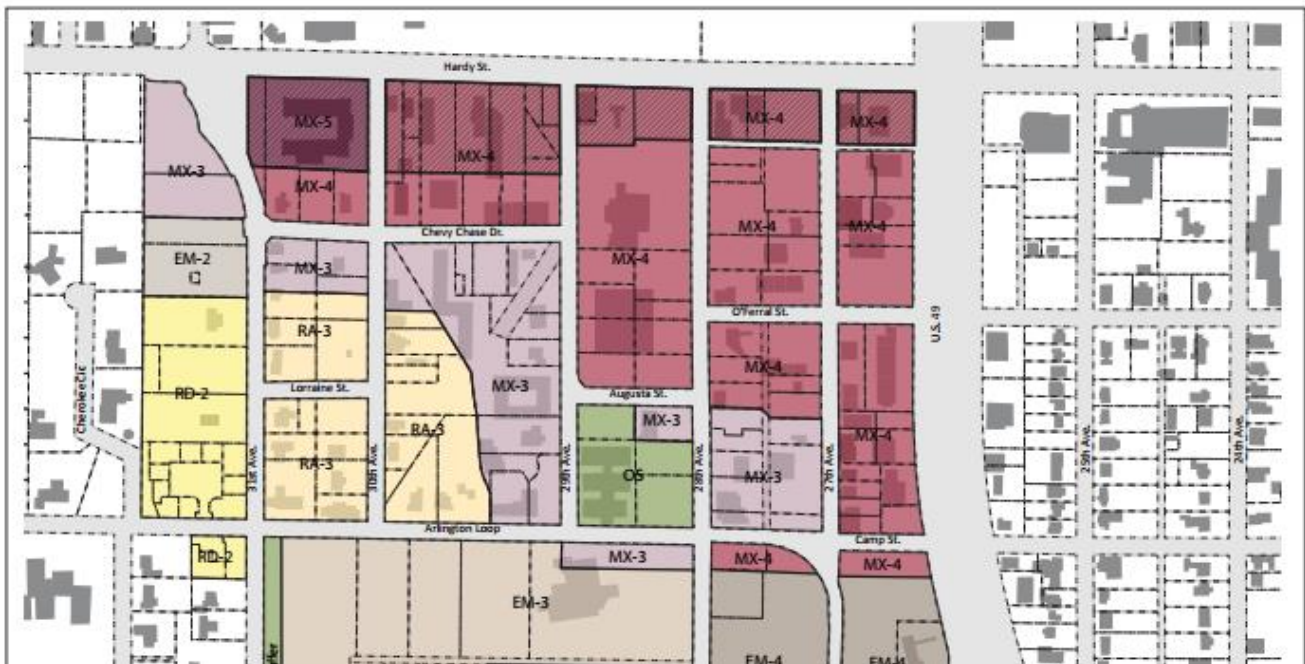
The University of Southern Mississippi • 2,300 Employees/Faculty • 14,850 Students • 36,600 Visitors Per Month.

http://www.code-studio.com/hattiesburg/Midtown-MasterPlan-Draft_May-31-2013.pdf



Sec. 2.2. Midtown Form-Based Code Zoning Map

The following map is established and made a part of the City of Hattiesburg Official Zoning Map.



NORTHEAST AREA



In general, this is the most intense portion of Midtown, allows the highest and most intensive buildings and uses. Also serves as the central focal point for the area.



Key Recommendations

- A** Entrance to USM enhanced and realigned, median formalized with monument and replanted. Speed table with USM Golden Eagle added to slow traffic.
- B** Three-story buildings with ground floor retail and apartments above fronting Hardy St. and 29th Ave create gateway into heart of Midtown.
- C** One-story university-oriented retail buildings (books, clothing, music, coffee shop) front Hardy St.
- D** 27th Ave closed to vehicular traffic and transformed into permanent outdoor space for dining and entertainment, public gathering or open air market.
- E** Three-story buildings with ground floor retail/office and apartments above front 29th Ave. Three-story university-oriented apartments front 28th Ave. Two-story parking deck serves surrounding development.
- F** Three- to four-story university-focused apartments front 28th Ave, O'Ferral St. and US 49 with 27th Ave serving as access to parking (higher densities could be achieved if structured parking provided). Ground floor corner units front US 49 could be reserved for retail-oriented uses.
- G** One-way travel way with reverse-angle parking and extensive landscaped buffering of US 49. Access moved from Hardy St. to US 49.
- H** Chevy Chase extended between 29th and 28th Avenues to enhance connectivity.
- I** Forrest General Support Services building serves as Midtown focal point.
- J** O'Ferral reconfigured with a median, stormwater captured within the median enhances water quality and stormwater runoff. Serves as a gateway into Midtown.
- K** Civic square with amphitheater serves as Midtown focal point, single-story active retail uses (coffee shops, cafes, restaurants) surround and frame the square.
- L** Three- to four-story university-focused apartments front O'Ferral and wrap corner of 28th Ave. Two-story parking deck serves surrounding development.
- M** 40,000 square foot grocery store with single-story retail line Arlington Loop.
- N** Two- to three-story office/condo building with Community Bank to the south retained.



Promote Additional Housing Opportunities
Student Housing at Hardy & 49

The University of Southern Mississippi's 14,850 students, of which only 3600 are accommodated in on-campus housing, with the remainder living off-campus either at home with their parents or in rental apartments miles away from campus, represent a major housing demand audience. Many students are seeking off-campus housing close to the campus - of which there is a limited supply, particularly within new apartment complexes.

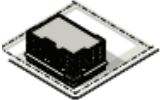
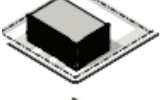
There is an opportunity, working with The University of Southern Mississippi, to tap into this large base of off-campus students. Creating a residential/retail/dining/entertainment development just steps from campus would not only be attractive to many of those commuting to campus today, but to future students who are looking for a university setting in proximity to an active "downtown."



Conceptual design of the subject site from Midtown in Motion.org

Sec. 3.2. Building Types Allowed by District

Building types are allowed by district as set forth below.

BUILDING TYPE		Mixed Use (MX-3, -4, -5)	Hardy Street Overlay (-HS)	Employment (EM-2, -3)	Employment (EM-4, -6, -9)	Residential Attached (RA-3)	Residential Detached (RD-2)
	Mixed Use Building	P	P				
	Shopfront Building	P	P				
	General Building	P	P	P	P		
	Civic Building	P	P	P	P	P	P
	Apartment Building	P		P			
	Apartment Court	P		P			
	Garden Apartment	P		P		P	
	Stacked Flat	P		P		P*	
	Townhouse	P		P		P	
	Cottage Court					P	P
	Detached House					P	P

Key: P = Permitted Blank Cell = Not Permitted

* In RA-3, a stacked flat is only allowed on a lot located at the intersection of two public streets.

Sec. 4.4. Permitted Use Table

Uses are allowed by district as set forth below.

	MX -3, -4, -5	EM -2, -3	EM -4, -6, -9	RA -3	RD -2	OS	Definition/ Use Standard
Residential Uses							
Dwelling, detached	X	X	X	P	P	X	Sec. 4.5.A.1
Dwelling, attached	P	P	X	P	X	X	Sec. 4.5.A.2
Dwelling, multi-family	P	P	X	P	X	X	Sec. 4.5.A.3
Assisted living facility, nursing home	P	P	P	X	X	X	Sec. 4.5.A.4
Bed and breakfast residence (up to 5 rooms)	P	P	X	P	PC	X	Sec. 4.5.A.5
Bed and breakfast inn (6 to 12 rooms)	P	P	P	PC	X	X	Sec. 4.5.A.6
Day care center	P	P	P	PC	X	X	Sec. 4.5.A.7
Independent living facility	P	P	P	X	X	X	Sec. 4.5.A.8
Retail Uses							
Amusement and recreation facilities, indoor	P	P	P	X	X	X	Sec. 4.5.B.1
Art gallery	P	P	P	L	X	X	Sec. 4.5.B.2
Bank	P	P	P	X	X	X	Sec. 4.5.B.3
Bar, lounge	P	X	X	X	X	X	Sec. 4.5.B.4
Personal service	P	X	X	L	X	X	Sec. 4.5.B.5
Professional studio, photography, drama, dance, gymnastics	P	X	X	X	X	X	Sec. 4.5.B.6
Repair service	P	X	X	L	X	X	Sec. 4.5.B.7
Restaurant	P	X	X	L	X	X	Sec. 4.5.B.8
Retail sales	P	X	X	L	X	X	Sec. 4.5.B.9
Commercial Uses							
Ambulance service	P	P	P	X	X	X	Sec. 4.5.C.1
Hotel, motel (13 or more rooms)	P	X	X	X	X	X	Sec. 4.5.C.2
Hospice	P	P	P	X	X	X	Sec. 4.5.C.3
Hospital	X	P	P	X	X	X	Sec. 4.5.C.4
Medical clinic, office	P	P	P	X	X	X	Sec. 4.5.C.5
Office	P	P	P	L	X	X	Sec. 4.5.C.6
Parking lot or garage	PC	PC	PC	X	X	X	Sec. 4.5.C.7
Veterinary clinic	L	L	L	X	X	X	Sec. 4.5.C.8

Key: P = Permitted by-right

PC = Planning Commission review required

L = Use permitted subject to use standards specified in cross-reference

X = Not permitted

Note: None of the above permitted uses include an "adult entertainment establishment" as defined in the Land Development Code.

	MX -3, -4, -5	EM -2, -3	EM -4, -6, -9	RA -3	RD -2	OS	Definition/ Use Standard
Civic Uses							
Amphitheater	X	X	X	X	X	P	Sec. 4.5.D.1
College, university	P	P	P	X	X	X	Sec. 4.5.D.2
Museum, library	P	P	P	X	X	X	Sec. 4.5.D.3
Park, playground	P	P	P	P	P	P	Sec. 4.5.D.4
Place of worship	P	P	P	PC	PC	X	Sec. 4.5.D.5
School, K-12	P	P	P	PC	PC	X	Sec. 4.5.D.6
Semi-public use	P	P	P	X	X	X	Sec. 4.5.D.7
Accessory Uses							
Drive-thru	PC	PC	PC	X	X	X	Sec. 4.5.E.1
Carriage house	X	X	X	P	P	X	Sec. 4.5.E.2
Home care center	P	P	P	P	P	X	Sec. 4.5.E.3
Home occupation	L	L	L	L	L	X	Sec. 4.5.E.4
Utility service	P	P	P	P	P	X	Sec. 4.5.E.5

Key: P = Permitted by-right
PC = Planning Commission review required
L = Use permitted subject to use standards specified in cross-reference
X = Not permitted

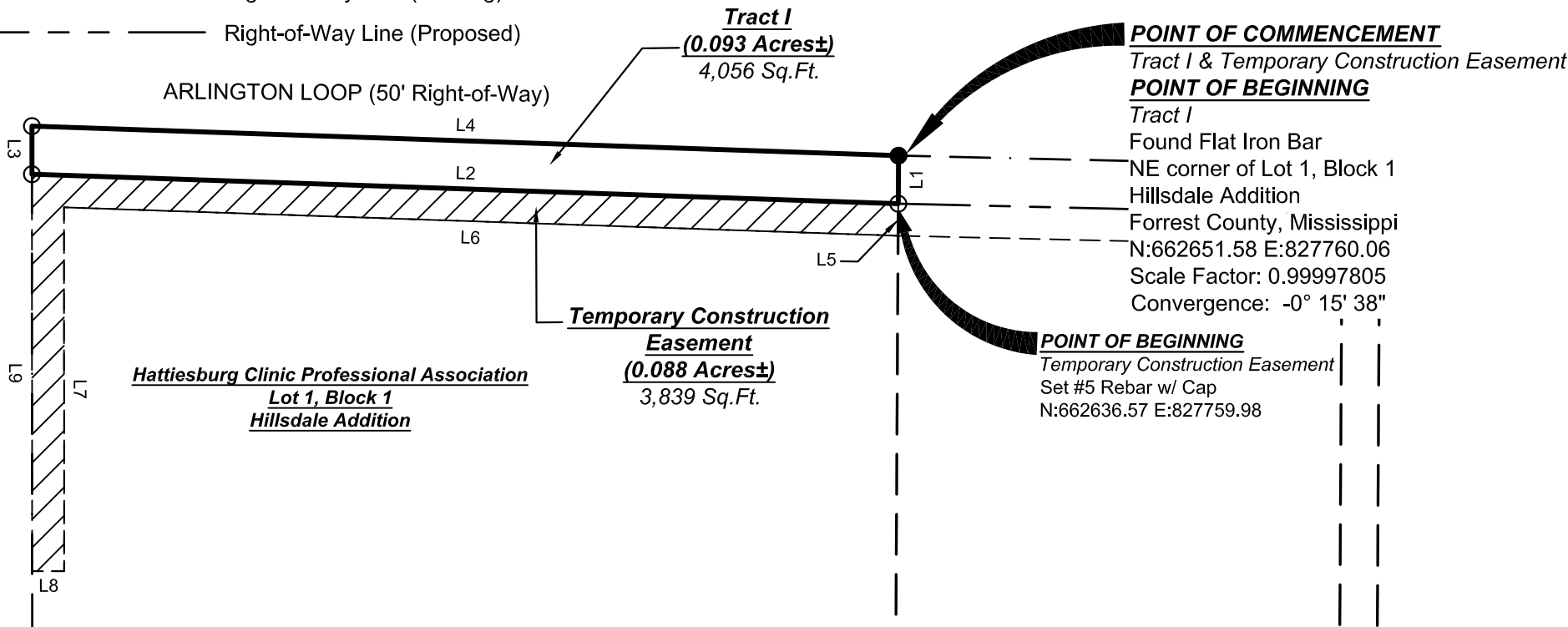
Note: None of the above permitted uses include an "adult entertainment establishment" as defined in the Land Development Code.

Legal Description(s)
(attached)

Legend

- Found Rebar
- Set #5 Rebar w/ Cap
- - - - - Temporary Construction Easement
- Property Line
- - - - - Original Lot Line
- Right-of-Way Line (Existing)
- Right-of-Way Line (Proposed)

LINE	BEARING	DISTANCE
L1	S 00°19'09" W	15.01'
L2	N 88°02'53" W	270.34'
L3	N 00°00'13" W	15.01'
L4	S 88°02'53" E	270.42'
L5	S 00°19'09" W	10.00'
L6	N 88°02'53" W	260.27'
L7	S 00°02'10" E	113.46'
L8	West	10.00'
L9	N 00°02'13" W	123.81'



Legal Description Tract 1

A proposed tract of land containing 0.093 acres (4,056 square feet), more or less, situated in Lot 1 Hillsdale Addition to the City of Hattiesburg Forrest County, Mississippi .The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997805, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Beginning point and being more particularly described as follows:

Beginning at a Flat Iron Bar found located at the Northeast corner of Lot 1, said Hillsdale Addition, having a MS State plane coordinate of N:662651.58 E:827760.06;

Thence South 00 Degrees 19 Minutes 09 Seconds West 15.01 feet to a #5 rebar and cap set;

Thence North 88 Degrees 02 Minutes 53 Seconds West 270.34 feet to a #5 rebar and cap set;

Thence North 00 Degrees 00 Minutes 13 Seconds West 15.01 feet to a #5 rebar and cap set;

Thence South 88 Degrees 02 Minutes 53 Seconds East 270.42 feet to the POINT OF BEGINNING;

Legal Description Temporary Construction Easement:

A proposed Temporary Construction easement containing 0.088 acres (3,839 square feet), more or less, situated in Lot 1 Hillsdale Addition to the City of Hattiesburg Forrest County, Mississippi .The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997805, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a Flat Iron Bar found located at the Northeast corner of Lot 1, said Hillsdale Addition, having a MS State plane coordinate of N:662651.58 E:827760.06; thence South 00 Degrees 19 Minutes 09 Seconds West 15.01 feet to a #5 rebar and cap set (N:662636.57 E:827759.98) marking the POINT OF BEGINNING;

Thence South 00 Degrees 19 Minutes 09 Seconds West 10.00 feet;

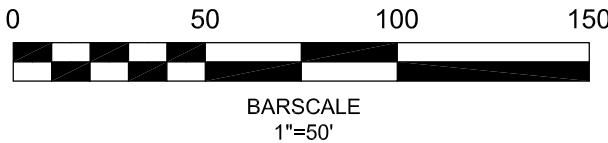
Thence North 88 Degrees 02 Minutes 53 Seconds West 260.27 feet;

Thence South 00 Degrees 02 Minutes 10 Seconds East 113.46 feet;

Thence North 90 Degrees 00 Minutes 00 Seconds West 10.00 feet;

Thence West 123.81 feet to a #5 rebar and cap set;

Thence South 88 Degrees 02 Minutes 53 Seconds East 270.34 feet to the POINT OF BEGINNING.



General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Hillsdale Addition Subdivision Platt

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022

Date: December 8, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026



3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

Proposed Right-of-Way Take
for
Hattiesburg Clinic Professional Association
Lot 1, Block 1 Hillsdale Addition
City of Hattiesburg, Forrest County, Mississippi
ppin 17803

DRAWING No.:NS16886_HCPA 4.dwg JOB No.:NS.16886.000

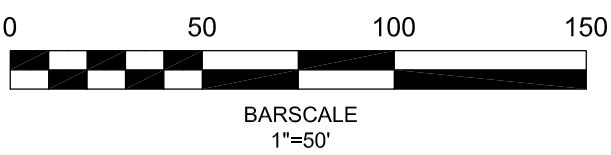
DRAWN BY: J. Byrd CHECKED BY: J. Black

SCALE: 1"=50' DATE: 12/12/2022 SHEET 1 of 1

LINE	BEARING	DISTANCE
L1	S 88°40'09" E	138.46'
L2	S 00°19'09" W	15.00'
L3	N 88°40'15" W	138.46'
L4	N 00°19'09" E	15.01'
L5	S 00°19'09" W	10.00'
L6	N 88°40'18" W	138.46'
L7	N 00°19'09" E	10.00'

Legend

- Found Rebar
- Set #5 Rebar w/ Cap
- - - - - Temporary Construction Easement
- _____ Property Line
- - - - - Original Lot Line
- _____ Right-of-Way Line (Existing)
- _____ Right-of-Way Line (Proposed)



General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Hillsdale Addition Subdivision Platt

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

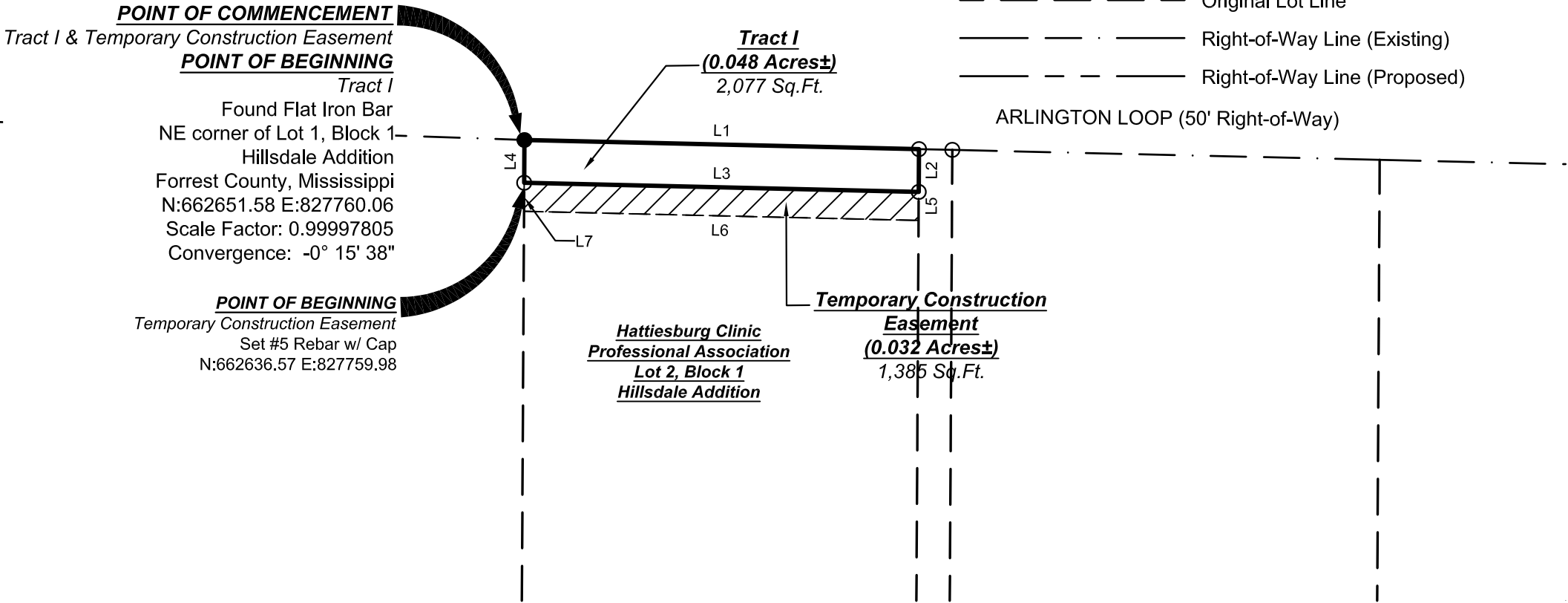
CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022
Date: December 8, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026



Legal Description Tract 1

A proposed tract of land containing 0.048 acres (2,077 square feet), more or less, situated in part of Lot 2 Hillsdale Addition to the City of Hattiesburg Forrest County, Mississippi .The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997805, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Beginning point and being more particularly described as follows:

Beginning at a Flat Iron Bar found located at the Northeast corner of Lot 1, said Hillsdale Addition, having a MS State plane coordinate of N:662651.58 E:827760.06;

Thence South 88 Degrees 40 Minutes 09 Seconds East 138.46 feet to a #5 rebar and cap set;

Thence South 00 Degrees 19 Minutes 09 Seconds West 15.00 feet to a #5 rebar and cap set;

Thence North 88 Degrees 40 Minutes 15 Seconds West 138.46 feet to a #5 rebar and cap set;

Thence North 00 Degrees 19 Minutes 09 Seconds East 15.01 feet to the POINT OF BEGINNING;

Legal Description Temporary Construction Easement:

A proposed Temporary Construction easement containing 0.032 acres (1,385 square feet), more or less, situated in part of Lot 2 Hillsdale Addition to the City of Hattiesburg Forrest County, Mississippi .The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997805, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a Flat Iron Bar found located at the Northeast corner of Lot 1, said Hillsdale Addition, having a MS State plane coordinate of N:662651.58 E:827760.06; thence South 00 Degrees 19 Minutes 09 Seconds West 15.01 feet to a #5 rebar and cap set (N:662636.57 E:827759.98) marking the POINT OF BEGINNING;

Thence South 88 Degrees 40 Minutes 15 Seconds East 138.46 feet to a #5 rebar and cap set;

Thence South 00 Degrees 19 Minutes 09 Seconds West 10.00 feet;

Thence North 88 Degrees 40 Minutes 18 Seconds West 138.46 feet;

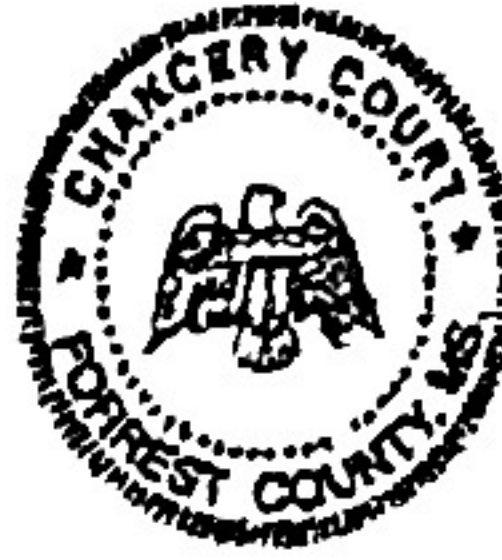
Thence North 00 Degrees 19 Minutes 09 Seconds East 10.00 feet to the POINT OF BEGINNING.



MAPTECH, INC.
Surveying Mapping Remote Sensing
3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

*Proposed Right-of-Way Take
for
Hattiesburg Clinic Professional Association
Part Lot 2, Block 1 Hillsdale Addition
City of Hattiesburg, Forrest County, Mississippi
ppin 17802*

DRAWING No.:NS16886_HCPA 7.dwg		JOB No.:NS.16886.000	
DRAWN BY: J. Byrd		CHECKED BY: J. Black	
SCALE: 1"=50'	DATE: 12/12/2022	SHEET 1 of 1	



DEED

Bk:1303 Page:731-736

RCD: 01/29/2019 @ 2:18:34PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
R. A. Gray, III
Attorney at Law
P. O. Box 208
Hattiesburg, MS 39403
601-582-0040

and by:
Jeff Cook, VP, GC
Forrest Gen. Hosp.
6051 U.S. Hwy 49
Hattiesburg, MS 39401
601-288-4453

Space above for recording data only.

Return to:
R. A. Gray, III
Attorney at Law
P. O. Box 208
Hattiesburg, MS 39403
601-582-0040

Indexing instructions
for this instrument:

Lot 1, the West 1/2 of Lot 2, parts of Lots 16 and 17, and a part of a 20-foot wide vacated alley, all in Block 1 of the Hillsdale Addition to the City of Hattiesburg, Forrest County, Mississippi

SPECIAL WARRANTY DEED

STATE OF MISSISSIPPI
COUNTY OF FORREST

In consideration of the sum of \$100.00, and for other good and valuable consideration, all cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the undersigned grantors

Forrest County General Hospital, and
(a Mississippi community hospital)
6051 U.S. Highway 49
Hattiesburg, MS 39401
601-288-7000

Forrest County, Mississippi,
(a political subdivision of the state)
Paul B. Johnson Chancery Building
641 Main Street
Hattiesburg, MS 39401
601-545-6000

hereby grant, bargain, sell, convey, and specially warrant unto the grantee:

Hattiesburg Clinic Professional Association
(a Mississippi professional corporation)
415 South 28th Avenue
Hattiesburg, MS 39401
601-264-6000

the following-described realty ("the subject realty") in the City of Hattiesburg, Forrest County, Mississippi:

A parcel of land being situated in Lot 1, the West 1/2 of Lot 2, a part of Lot 16 and Lot 17, and a part of a 20 feet wide Vacated Alley of Block 1, of the Hillsdale Addition to the City of Hattiesburg, Forrest County, Mississippi, being more particularly described as follows, with Bearings based on calculations from Solar Observations:

Begin at a 1/2 inch rebar found marking the Northwest corner of Lot 1, Block 1 of the Hillsdale Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, said point being at the intersection of the South right-of-way line of Arlington Loop and the East right-of-way line of South 31st Avenue. Thence along the South right-of-way line of Arlington Loop, run S88°02'53"E for a distance of 270.43 feet to a crimped top pipe found marking the Northeast corner of said Lot 1; Thence continuing along the South right-of-way line of Arlington Loop, run S88°40'09"E for a distance of 138.46 feet to a 1/2 inch rebar found at the Northwest corner of a parcel of land conveyed to Hattiesburg Clinic Professional Association as recorded in Deed Book 1257, Page 743 in the Office of the Chancery Clerk of Forrest County, Mississippi; Thence departing the South right-of-way line of Arlington Loop and along the West line of said Hattiesburg Clinic Professional Association parcel, run S00°19'09"W for a distance of 348.73 feet to a 1/2 inch rebar found at the Southwest corner of said parcel and being on the centerline of a vacated alley as recorded in Deed Book 722, Page 698 as recorded in the Office of the Chancery Clerk of Forrest County; Thence along the centerline of said vacated alley, run N88°32'17"W for a distance of 157.05 feet to a 1/2 inch rebar found on the Northerly extension of the East line of Lot 16, Block 1, Hillsdale Addition; Thence along the East line of Lot 16 and the Northerly extension thereof, run S00°03'13"W for a distance of 39.97 feet to a 1/2 inch rebar found on the South line of the North 30 feet of said Lot 16; Thence along the South line of the North 30 feet of said Lot 16, run N88°19'40"W for a distance of 100.03 feet to a 1/2 inch rebar found at the Southeast corner of the North 30 feet of Lot 17; Thence along the South line of the North 30 feet of Lot 17, run N88°25'50"W for a distance of 149.54 feet to a 1/2 inch rebar found on the East right-of-way line of aforesaid South 31st Avenue; Thence along the East right-of-way line of South 31st Avenue, run N00°02'52"W for a distance of 40.04 feet to a 3/4 inch pipe found on the centerline of the aforesaid vacated alley; Thence continuing along the East right-of-way line of South 31st Avenue, run N00°02'00"W for a distance of 350.06 feet back to the Point of Beginning.

Said parcel contains 3.495 Acres, more or less (152,267 square feet);

Together with all improvements upon such realty and all appurtenances thereunto belonging;

The subject realty is depicted upon a plat of survey of the same by C. T. Brewer, P.S., of Walker Associates, dated October 8, 2018, annexed hereto as Exhibit A, and incorporated here by this reference.

The subject realty previously has been described in conveyances in the record chain of title in the manner appearing in annexed Exhibit B, which is incorporated here by this reference.

Incident to this conveyance, the grantors represent and warrant to the grantee:

1. The subject realty is surplus property of the grantors, unneeded for any hospital purpose or

other public purpose, and is transferred accordingly.

2. Grantor Forrest County General Hospital acts in this transaction under authority of a resolution of its Board of Trustees, and Grantor Forrest County, Mississippi, acts under authority of a resolution of its Board of Supervisors. All parties act under authority of an official opinion of the Attorney General of Mississippi, dated August 6, 2010, approving the form of the transaction here evidenced.

The subject realty is not subject to ad valorem taxation for the year 2018, and the grantee assumes all city and county-state ad valorem taxes upon the subject realty for the year 2019 and subsequent years.

Witness execution by the grantors on this 20th day of December, 2018.

FORREST COUNTY GENERAL HOSPITAL,
Grantor

By: *R. Andy Woodard*
ANDY WOODARD
President

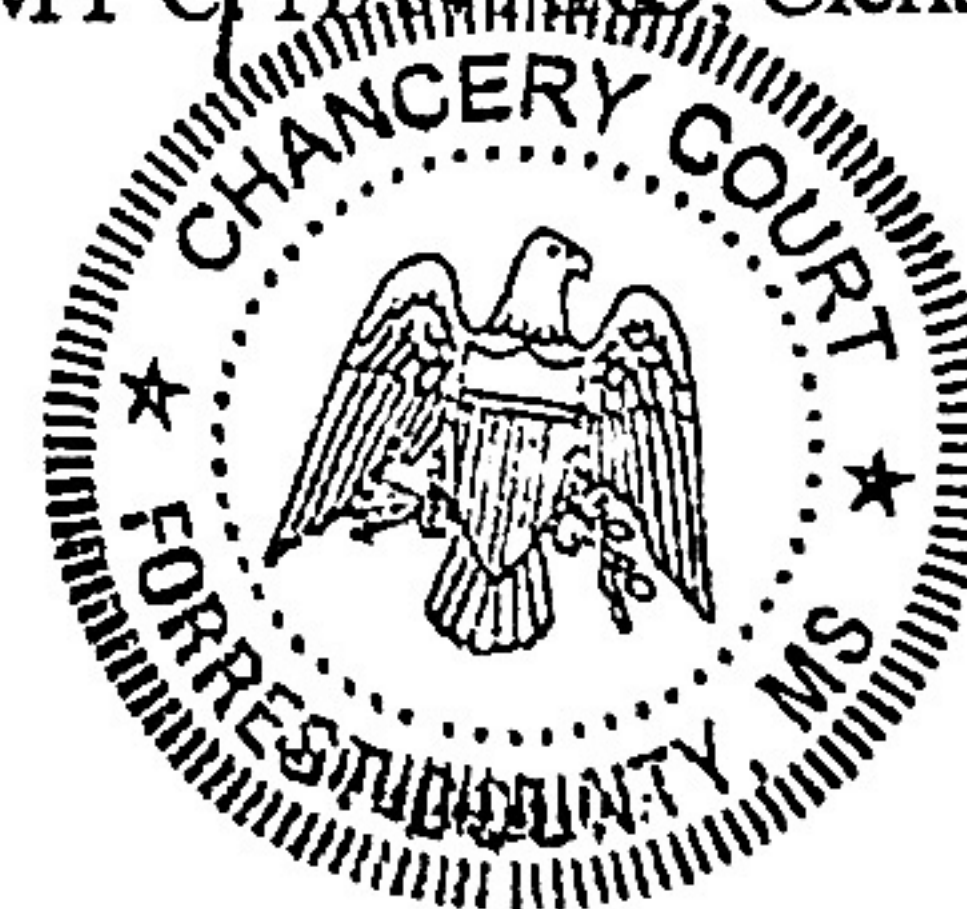
Richard W. Preusch
RICHARD W. PREUSCH
Chairman, Board of Trustees

Attest: *Amy Arrington*
AMY ARRINGTON
Secretary, Board of Trustees

FORREST COUNTY, MISSISSIPPI,
Grantor

By: *Charles Marshall*
DAVID HOGAN, President *Charles Marshall*
Board of Supervisors *Vice President*

Attest: *Jimmy C. Havard*
JIMMY C. HAVARD, Clerk



STATE OF MISSISSIPPI
COUNTY OF FORREST

This day R. Andy Woodard, President of Forrest County General Hospital, a Mississippi community hospital, and Richard W. Preusch and Amy Arrington, the Chairman and Secretary respectively of the Board of Trustees of such hospital, personally appeared before me, in my capacity as notary public in and for the jurisdiction indicated, and acknowledged that, as such hospital officials and with full authority in the premises, they freely and voluntarily executed the foregoing instrument for and on behalf of and as the act and deed of such hospital, on the date and for the purposes there set forth.

Given under my hand and seal of office on this 20th day of December, 2018.

Sallie Worrell
NOTARY PUBLIC

(SEAL)

My commission expires:

10/15/2021



STATE OF MISSISSIPPI
COUNTY OF FORREST

Charles Marshall, Vice Pres.

This day ~~David Hogan~~, President of the Board of Supervisors of Forrest County, Mississippi, and Jimmy C. Havard, the Clerk, personally appeared before me, in my capacity as notary public in and for the jurisdiction indicated, and acknowledged that, as such county officials and with full authority in the premises, they freely and voluntarily executed the foregoing instrument for and on behalf of and as the act and deed of Forrest County, Mississippi, on the date and for the purposes there set forth.

Given under my hand and seal of office on this 21st day of December, 2018.

Martha Jane White
NOTARY PUBLIC

(SEAL)

My commission expires:

Feb. 8, 2019



[The next two pages are:

- (i) Exhibit A – Plat of survey and
- (ii) Exhibit B – Prior description]

Exhibit A

QUALIFICATIONS OF ZACHARY H. FAIRLEY

Professional Designations & Affiliations

- ◆ State Certified General Real Estate Appraiser in the State of Mississippi, #GA-1418

Related Job Experience

Zac Fairley Appraisals, LLC December 2019 – Present

Owner - Appraise all forms of real estate, including commercial, industrial, residential, multi-family, subdivision developments, right-of-way, partial interest, and timber land properties.

Collins and Null Appraisals, Inc. April 2007- October 2019

Real Estate Appraiser - Appraise all forms of real estate, including commercial, industrial, residential, rights-of-way, partial interest and timber land. Also includes preparation of documents for court proceedings, review of peer appraisals and expert witness testimony.

Academic Background

Petal High School- Petal, MS - (2003)

High School Diploma

Jones County Junior College - (2005)

Associate of Arts Degree in Business Administration

The University of Southern Mississippi - (2012)

Bachelor of Science in Business Administration (Real Estate, Finance)

Professional Education

Appraisal Principles Course (110) - Dallas, TX	Appraisal Institute	2012
Appraisal Procedures Course (120) - Dallas, TX	Appraisal Institute	2012
Standards of Professional Practice, USPAP - Dallas, TX	Appraisal Institute	2012
Business Practices & Ethics (MAB #49249) Online	Appraisal Institute	2013
General Site Valuation and Cost Approach - Houston, TX	Appraisal Institute	2013
Residential Market Analysis and Highest & Best Use (MAB #7325)	Appraisal Institute	2014
Residential Site Valuation and Cost Approach (MAB #49132)	Appraisal Institute	2014

Residential Sales Comparison and Income Approach	Appraisal Institute	2014
Residential Report Writing and Case Studies	Appraisal Institute	2014
Condemnation Appraising: Principles & Applications (MAB #49179)	Appraisal Institute	2015
USPAP Update (2016-2017)	Appraisal Institute	2016
105 The Uniform Act - Executive Summary	MDOT	2016
General Appraiser Sales Comparison Approach (MAB#49264)	Appraisal Institute	2017
Real Estate Finance, Statistics, and Valuation Modeling (MAB#49442)	Appraisal Institute	2018
USPAP Update (2018-2019)	Appraisal Institute	2018
General Appraiser Income Approach, Part 1 (MAB#49573)	Appraisal Institute	2018
General Appraiser Income Approach, Part 2 (MAB#49342)	Appraisal Institute	2019
General Appraiser Market Analysis & Highest and Best Use (MAB#49647)	Appraisal Institute	2020
Valuation Impacts from Covid-19	Appraisal Institute	2020
General Appraiser Report Writing & Case Studies (MAB#49729)	Appraisal Institute	2020
Advanced Income Capitalization (MAB#49604)	Appraisal Institute	2020
2020-2021 15-Hour Equivalent USPAP (MAB#50212)	Appraisal Institute	2021
2022-2023 7-Hour USPAP Update (MAB#50355)	McKissock	2022

State of Mississippi
MISSISSIPPI REAL ESTATE APPRAISER LICENSING
AND CERTIFICATION BOARD

LICENSE # GA-1418

STATUS: ACTIVE

ZACHARY HUNTER FAIRLEY

HAS BEEN GRANTED A LICENSE AS A
STATE CERTIFIED GENERAL APPRAISER

Effective Date:
05/25/2022



Expiration Date:
05/31/2024

SIGNATURE OF LICENSEE

Robert E. Praytor, Administrator



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Deputy Director
cc:
Date: Tuesday, June 20, 2023
Re: Adopt a Resolution declaring a portion of property identified as Forrest County Parcel PPIN 20852 necessary for public use, establishing just compensation and authorizing the Mayor to make a fair market value offer to Mary A. Barnett and issue a manual check.
File Number: 2023-418
Minute Book #

Summary

Adopt resolution declaring a portion of property identified as Forrest County Parcel PPIN 20852 necessary for public use, approving the appraisal, establishing just compensation and authorizing the mayor to make a fair market value offer to Mary A. Barnett and any and all interest holders in said property, and to acquire rights to the property from all interests holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended

Recommendation Statement

I recommend approval of this item.

Please place this on the June 20, 2023 City Council meeting for consideration.

Items for City of Hattiesburg Agenda:

Adopt resolution declaring a portion of property identified as Forrest County Parcel PPIN 20852 necessary for public use, establishing just compensation and authorizing the mayor to make a fair market value offer to Mary A. Barnett and any and all interest holders in said property, and to acquire rights to the property from all interests holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended

RESOLUTION

WHEREAS, upon careful consideration, the City of Hattiesburg, Mississippi, (hereinafter “City”), acting by and through the City Council, has determined it to be in the best interests of the citizens of the City to construct an improvements in Midtown Hattiesburg, including on and adjacent to Arlington Loop, 30th Avenue and 31st Ave, located within the City limits; and

WHEREAS, to accomplish this project, the City finds it necessary to acquire for public use all or part of certain property belonging to the following landowners or their successors in title and/or other parties interested in said property which is more particularly described as Forrest County PPIN 20852 and in the construction plans for the project, which plans are made a part hereof by reference; and

WHEREAS, an appraisal of the subject property was conducted by Zac Fairley Appraisals & Consulting, a licensed real estate appraiser, on June 8, 2023, showing the fair market value of the interests to be acquired to be \$48,220, said appraisal being attached hereto as Exhibit “A”; and

**Forrest County Parcels PPIN 20852
Mary A. Barnett**

NOW, THEREFORE, LET IT BE KNOWN THAT the appraisal by Zac Fairley Appraisals & Consulting, a licensed real estate appraiser, on June 8, 2023, of said property is approved, and the appraised value of \$48,220 for the interests to be acquired is acknowledged to be just compensation for said parcel, and the Mayor or his representative is authorized to make a Fair Market Value offer to the owner(s) of said parcel, and, if accepted, the Mayor is authorized to execute any and all documents required to complete said transaction, including the issuance of a manual check in payment.

The above and foregoing Resolution, having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and adopted by the following vote:

YEAS: NAYS: ABSENT:

The President thereby declared the motion carried and the Resolution adopted this the
__ Day of June, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the
Mayor, this the __ Day of June, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

LINE	BEARING	DISTANCE
L1	N 88°47'13" W	10.00'
L2	N 44°23'23" E	14.40'
L3	S 00°24'02" W	10.50'
L4	N 88°47'13" W	140.00'
L5	N 00°14'47" E	5.00'
L6	S 88°47'13" E	134.01'
L7	N 00°24'02" E	71.50'
L8	S 88°55'03" E	16.00'
L9	S 00°24'02" W	66.04'

Legend

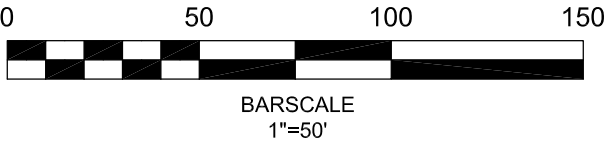
- Found Rebar
- Set #5 Rebar w/ Cap
- Temporary Construction Easement
- Property Line
- Original Lot Line
- Right-of-Way Line (Existing)
- Right-of-Way Line (Proposed)

ARLINGTON LOOP (50' Right-of-Way)

POINT OF BEGINNING
Temporary Construction Easement
Set #5 Rebar w/ cap
N:662703.34 E:827782.16

Tract I
(0.001 Acres±)
53 Sq.Ft.

POC/P.O.B.
Tract I
Found ½" pipe
SE corner of Lot 7,
Block 7, Monte Vista Terrace,
Forrest County, Mississippi
N:662703.13 E:827792.15
Scale Factor: 0.99997804
Convergence: -0° 15' 38"



General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Monte Vista Terrace Subdivision Plat

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022
Date: December 6, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

Legal Description Tract 1

A proposed tract of land containing 0.001 acres (53 square feet), more or less, situated in part of lots 6 & 7, Block 7 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997804, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Beginning point and being more particularly described as follows:

Beginning at a ½" pipe found located at the Southeast corner of said Lot 7, Block 7 having a MS State plane coordinate of N:662703.13 E:827792.15;

Thence along the South line of said Block 7, North 88 Degrees 47 Minutes 13 Seconds West 10.00 feet to a #5 rebar and cap set;

thence North 44 Degrees 23 Minutes 23 Seconds East 14.40 feet to a #5 rebar and cap set;

thence South 00 Degrees 24 Minutes 02 Seconds West 10.50 feet to the POINT OF BEGINNING

Legal Description Temporary Construction Easement:

A proposed Temporary Construction easement containing 0.04 acres (1842 square feet), more or less, situated in part of lots 6 & 7, Block 7 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997804, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described commencing point and being more particularly described as follows:

Commencing at a ½" pipe found located at the Southeast corner of said Lot 14, Block 7 having a MS State plane coordinate of N:662703.13 E:827792.15; thence along the South line of said Block 7, North 88 Degrees 47 Minutes 13 Seconds West 10.00 feet to a #5 rebar and cap set (N:662703.34 E827782.16), said point being the POINT OF BEGINNING;

Thence North 88 Degrees 47 Minutes 13 Seconds West 140.00 feet to a #5 rebar and cap set;

Thence North 00 Degrees 14 Minutes 47 Seconds East 5.00 feet to a #5 rebar and cap set;

Thence South 88 Degrees 47 Minutes 13 Seconds East 134.01 feet;

Thence North 00 Degrees 24 Minutes 02 Seconds East 71.50 feet;

Thence South 88 Degrees 55 Minutes 03 Seconds East 16.00 feet to a ½" pipe found;

Thence South 00 Degrees 24 Minutes 02 Seconds West 66.04 feet to a #5 rebar and cap set;

Thence South 44 Degrees 23 Minutes 23 Seconds West 14.40 feet to the POINT OF BEGINNING;



3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

Proposed Right-of-Way Take
for
Mary Barnett
part of Lots 6 & 7, Monte Vista Terrace
City of Hattiesburg, Forrest County, Mississippi
ppin 20852

DRAWING No.:NS16886_mid 28.dwg JOB No.:NS.16886.000

DRAWN BY: J. Byrd CHECKED BY: J. Black

SCALE: 1"=50' DATE: 12/1/2022 SHEET 1 of 1

Establishment of Just Compensation Offer

The property that is the subject of this offer of just compensation is as follows:

Owner: Mary A. Barnett
PPIN: 20852 (the area(s) to be acquired as shown on Exhibit A)
Project No: DECD-0018(36)BO
County: Forrest

Under the authority conveyed to me by the Hattiesburg City Council, and based on the recommended appraisal for the above-named property, which is inclusive of all compensable interests, I, *Toby Barker*, Mayor of the city of Hattiesburg, do hereby establish the City of Hattiesburg's offer of what is believed to be just compensation for the acquisition of the real property rights specified in Exhibit A hereto, in the amount of \$48,220.

Signed_____ Date_____

NOTICE

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests/owners.

Legend

LINE	BEARING	DISTANCE
1	N 44°21'23" E	14.40'
2	S 00°24'02" W	0.50'
3	N 86°47'13" W	140.00'
4	N 00°14'47" E	9.00'
5	N 83°23'41" W	121.50'
6	N 00°24'02" E	71.50'
7	S 86°55'03" E	16.00'
8	S 00°24'02" W	66.04'

Proposed Right-of-Way Line (Proposed)

Found Rebar

Set #65 Rebar w/ Cap

Temporary Construction Easement

Property Line

Original Lot Line

Right-of-Way Line (Existing)

Right-of-Way Line (Proposed)

POINT OF BEGINNING

Temporary Construction Easement

Found #1 pipe

SE corner of Lot 7, Block 7, Monte Vista Terrace, Forrest County, Mississippi

N: 86°27'03.13 E: 827'92.15

Scale Factor: 0.9997804

Convergence: -0° 15' 38"

POCOP O.B.

Found #1 pipe

SE corner of Lot 7, Block 7, Monte Vista Terrace, Forrest County, Mississippi

N: 86°27'03.13 E: 827'92.15

Scale Factor: 0.9997804

Convergence: -0° 15' 38"

Tract I (0.001 Acres)

53 Sq. Ft.

Tract II (0.04 Acres)

1842 Sq. Ft.

Temporary Construction Easement (0.04 Acres)

1842 Sq. Ft.

Part of Lots 6 & 7, Block 7, Monte Vista Terrace

LOT 8

LOT 9

LOT 10

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FAIR MARKET VALUE OFFER

Owner: Mary A. Barnett
PPIN: 20852
Project No: DECD-0018(36)BO
City/County: Hattiesburg / Forrest

It is necessary that the City of Hattiesburg acquire from you, Mary A. Barnett, certain property necessary for the construction of this project.

The identification of the real property and the particular interests being acquired are indicated on the attached instrument.

The value of the real property interests being acquired is based on the fair market value of the property and is not less than the approved appraised value/waiver valuation, disregarding any decrease or increase in the fair market value caused by the project.

This fair market value offer includes all damages and is based on our approved Appraisal Valuation in the amount of \$48,220.

Land Value:	\$5,970
Improvements:	\$26,625
Damages/Cost to Cure:	\$15,625
Total Fair Market Value Offer	\$48,220

This Appraisal Valuation was made based upon recent market data in this area.

This acquisition does not include oil, gas, or mineral rights, but includes all other interests.

Unless noted otherwise, this acquisition does not include any items which are considered personal property under Mississippi State Law. Examples of such items are household and office furniture and appliances, machinery, business and farm inventory, etc.

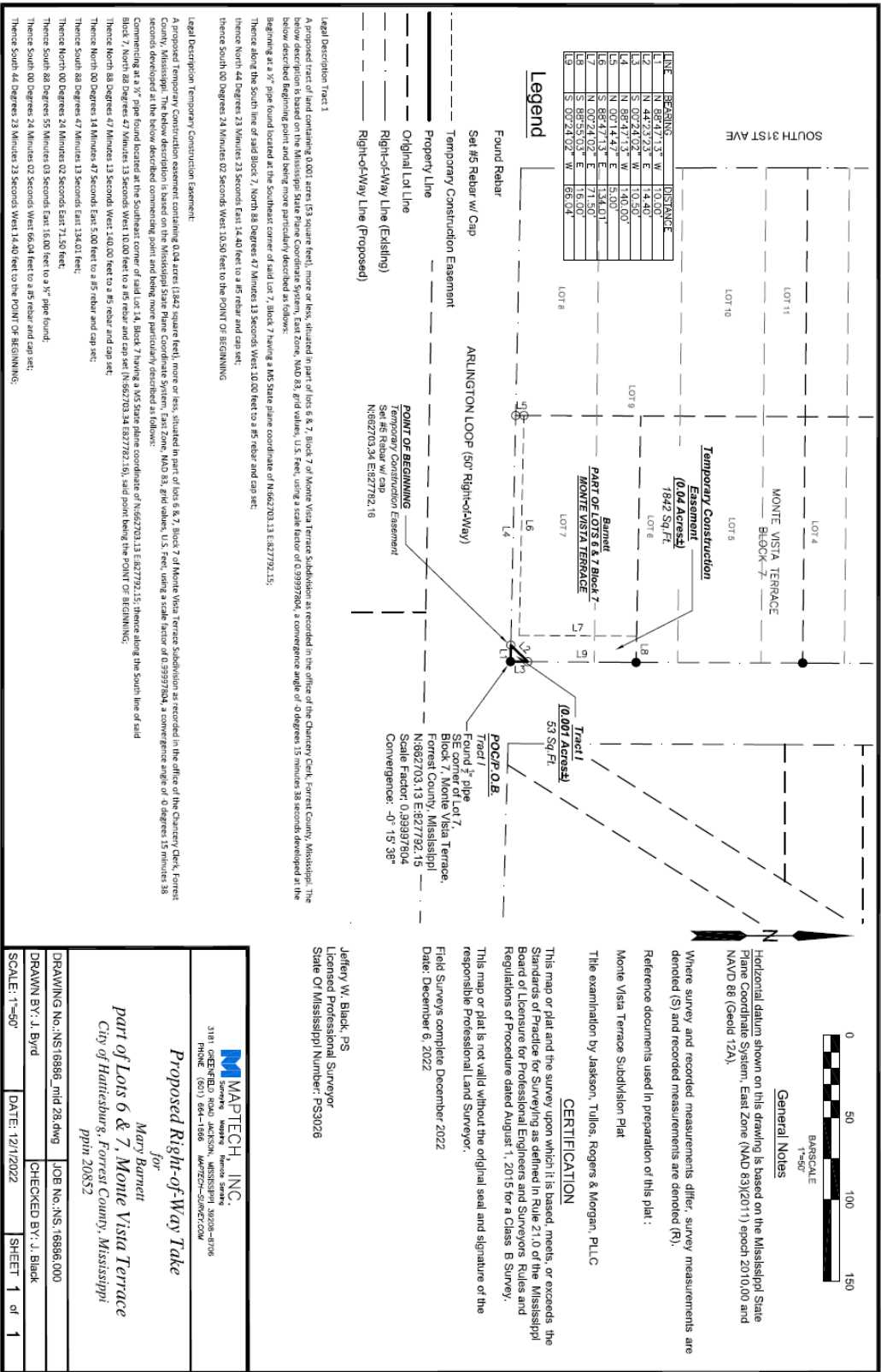
The real property improvements being acquired are further described in Exhibit A.

Under the authority conveyed to me by resolution of the Hattiesburg City Council, and based on the recommended appraisal for the above-described property, which is inclusive of all compensable interests, including leasehold interests, I, do hereby make the City of Hattiesburg's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of \$48,220.

If this offer is accepted, you will execute a warranty deed, and any leasehold interests will also be required to execute a quit claim deed. If you have a mortgage in place, a partial release of the acquired property from the mortgage may have to be secured from your lender and/or your lender may be made a payee on the check for payment. You will also be required to provide a duly executed W-9 form for tax reporting, and you may be required to execute a closing statement and other ancillary documents when funds are exchanged.

Signed _____ Date _____

Exhibit A



APPRAISAL REPORT

Parcel Number(s) (PPIN No. 20852)
Owner Mary A. Barnett
Occupied / Leased Occupied
County Forrest
Project Description Midtown Streetscape Project
Effective Date of the Appraisal 06/08/2023
Report Date 06/09/2023
Report Requested for Original Appraisal

Prepared For



The City of Hattiesburg
c/o Ann Jones, Chief Administrative Officer
P.O. Box 1898
Hattiesburg, MS 39403

This Appraisal Report Was Prepared By



ZAC FAIRLEY APPRAISALS & CONSULTING

601-466-2750 ZFAPPRaiser@GMAIL.COM

Possession of this report does not carry or imply a right of use and/or publication. This real property appraisal report is the property of the City of Hattiesburg and may not be utilized or cited in whole or in part without the express written consent of an authorized agent or official of the City of Hattiesburg.

Table of Contents

Appraisal Report	2
Property Owner Contact Record	2
Summary of Facts and Findings	3
Certificate of Appraiser	4
Appraisal Scope of the Work	5
Identification of Client and Intended Users	5
Intended Use of the Appraisal Report	5
Purpose of the Appraisal	5
Parameters of Data Search	5
Extent of Property Inspection	5
Valuation Process	6
Property Rights Appraised	6
Fair Market Value Defined	6
Assumptions and Limiting Conditions	7
Extraordinary Assumptions and Hypothetical Conditions	8
Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)	9
Area & Neighborhood Data	11
Site Description	12
Whole Tract and Larger Parcel Declaration	17
Highest and Best Use Analysis	20
Ownership History and Tax Information	22
Approaches to Value	23
Sales Comparison Approach – (Land) – Before Value	25
Explanation of Adjustment-(Land)	27
Final Reconciliation of Value	30
Addenda	1
Terms and Definitions	1
Legal Description(s)	11

Appraisal Report

Parcel No. (PPIN No. 20852)
County Forrest

Project No. (new) Midtown Streetscape Project

Owner(s): Mary A. Barnett
Phone: (601)543-7217

Address: 3001 Arlington Loop
Hattiesburg, MS 39401

Estate Appraised: ☒ Fee Area of Whole Tract **11,568 Sq. Ft. or 0.2668 Acres**
☒ Easement Area of Remaining Tract **11,568 Sq. Ft. or 0.2658 Acres**
☐ Other Area to be Acquired **53 Sq. Ft. or 0.001 Acres**

Parcel	PPIN	Permanent Easement	Temporary Easement
10	20852	0.001 Ac or 53 SF	0.04 Ac or 1,842 SF

Within the scope of the assignment and consistent with USPAP Standard Rules 1 and 2-2, the following analyses, opinions and conclusions have been developed and are reported in this **Appraisal Report**.

Property Owner Contact Record

Subject Property Inspection Dates: May 24th, 2023; June 8th, 2023

The property owner or their designated representative **was** offered an opportunity to accompany the appraiser performing this appraisal during the appraisal inspection of the property. A Right of Way Acquisition Guide was given **to the property representative** on June 8th, 2023.

Contact Comments	
The property was originally inspected on May 24 th , 2023 during the site viste of an adjacent property. A State Aid Right of Way Acquisition Guide and plats of the property were given to Mark Barnett, on June 8 th , 2023 during the site visit. During this meeting, we discussed the project in general, as well as the landscaping and easement areas. Mr. Barnett stated that he was aware of the project and has discussed the plans with his mother. He was cordial and stated he would wait for an offer.	
Is the Property being Leased or Rented? ☐ Yes ☒ No	
Lessor:	Lessee:
Terms of Lease:	

Date 06/09/2023

Appraiser (sig.)



(name)
(License)

Zachary H. Fairley
State Certified General Real Estate Appraiser, GA-1418

Summary of Facts and Findings

Project No. Midtown Streetscape Project	Parcel No. (PPIN No. 20853)
Property Owner: Mary A. Barnett Address: 3001 Arlington, Hattiesburg, MS 39401 Phone: (601)543-7217 (Mark Barnett)	

Identification of the Property Appraised:	<i>Brief description of property identification, such as Section, Township, Range, Lot and Block, Street Address, etc.</i>
The subject property is estimated to be +/- 11,621 square feet of land located at the corner of Arlington Loop and South 30 th Avenue. The property is identified as: Lot 7 and the South ½ of Lot 6, of the Monte Vista Terrace Subdivision, in the City of Hattiesburg, Forrest County, Mississippi.	

Estate Appraised:	<i>(Fee, Easement, Other)</i>
Fee Simple- Easement	

Size of the Whole Tract (Before):	11,621 Sq. Ft.
Size of the Remaining Parcel (After):	11,568 Sq. Ft.
Size of the Area to be Acquired:	53 Sq. Ft. – Permanent Acquisiiton 1,842 Sq. Ft. – Temporary Easement

Highest and Best Use Before (Whole Tract):	Commercial or Retail Development
Highest and Best Use After (Whole Tract):	Commercial or Retail Development

Unit Value of the Land (Before)	\$16.00/Sq. Ft.
Unit Value of the Land (After)	\$16.00/Sq. Ft.

Improvements:	<i>(Briefly describe the improvements, such as, single family house, shed, barn, etc.)(List any personal property not covered in the appraisal report.)</i>
The property is improved with a single-family residence occupied by the property owner. The residence is located on the majority of the property at the intersection of South 30 th Avenue and Arlington Loop. In the before condition, the right-of-way is 24' from the carport and 38' from the front of the residence. In the after condition, the right-of-way will remain the same distance from the carport and the front of the residence. The majority of the easement is contained with the temporary construction easement. A small area containing 53 square feet located on the southeast corner of the property is permanent easement. A circular drive will be installed connecting to the existing drive to South 30 th Avenue.	

Total Before Value:	\$212,565
Total After Value:	\$164,345
Just Compensation:	\$48,220

Effective Date of the Appraisal:	05/24/23
Date of Report:	06/09/23

Certificate of Appraiser

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct; The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and legal instructions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions;

I have no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved;

Neither my engagement or my compensation for completing this appraisal assignment was contingent upon my developing or reporting a predetermined result, predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;

The real property appraisal documented in this appraisal report was completed in accordance with the Laws of the State of Mississippi, the real property appraisal documented in this appraisal report was completed in conformity with the standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP).

This appraisal conforms with the appropriate State laws, regulations, policies, and procedures applicable to the appraisal of rights of way for highway purposes;

Unless expressly stated otherwise in this report, I made a personal inspection of the property appraised and the property owner, or his/her designated representative, was given the opportunity to accompany me on the inspection;

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property;

Unless expressly stated otherwise in this report, no one provided significant professional assistance to me in the performance of this appraisal;

I have not performed any services regarding the subject property by the appraiser within the three (3) year period immediately preceding acceptance of the assignment, as an appraiser or any other capacity; If applicable:

I have not revealed the findings and results of this appraisal report to anyone other than the proper officials of the City of Hattiesburg, and I will not do so until authorized by the property authorities or until required by law.

Based upon my independent appraisal and the exercise of my professional judgment, it is my opinion that the valuation of the subject property is as follows:

Fair Market Value of the Whole Tract (as defined in this report)	Before	\$212,565
Fair Market Value of the Remainder Property	After	\$164,345
The difference between the Fair Market Value of the whole tract and the remainder is		\$48,220

as of 06/08/23, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Date 6/09/2023

Appraiser (sig.)



(name)
(License)

Zachary H. Fairley
State Certified General Real Estate Appraiser, GA-1418

Parcel No. Parcel 10

Project No. Midtown Streetscape Project

Unimproved Property Appraisal Report (Revised: 2014)

Page 4

Appraisal Scope of the Work

Identification of Client and Intended Users

The City of Hattiesburg requested appraisal of the property described in this report. The intended user of this appraisal report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein.

Intended Use of the Appraisal Report

The facts, analyses, opinions, and conclusions contained in this appraisal report establish an estimate of just compensation, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation in this appraisal report includes the fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi, and, upon determination by appraisal review that this appraisal report complies with all applicable standards and requirements, serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the “real property” described herein.

Purpose of the Appraisal

The purpose of the appraisal is to render an opinion as to the Fair Market Value of specified real property as of the stated date and, through application of the Before and After Rule as prescribed under the laws of the State of Mississippi, the valuation of the remainder of specified real property. The difference between these two valuations is the value being sought by the client and is reported to the client as the “opinion of just compensation”.

Parameters of Data Search

The scope of the assignment is to collect and verify as completely as possible, comparable sales, and rentals, if applicable, from within the subject area, or other areas that, in the opinion of the appraiser, are reasonably comparable to the subject area, so that a value conclusion may be derived.

Sources of the data, utilized for this appraisal, include county deed records, real estate brokers, real estate appraisers, and other individuals knowledgeable in the local real estate market and, as applicable and appropriate, other individuals knowledgeable in specific types of property. One or more of the principals involved in the transactions, grantor, grantee, attorney, financier, broker of the transaction, or their representatives, have verified the market sales used in this report. Mississippi is a non-disclosure State. Other than the recordation of a deed, there is no legal requirement for grantors, grantees, or other parties to a transaction, to disclose any information relative to the transfer of real property. Since there is no legal requirement for the deed to include the transaction price when it is recorded, it is possible that there are transactions for which purchase price data could not be obtained.

Extent of Property Inspection

Per the **USPAP Scope of Work Rule**, “*The report must contain sufficient information to allow intended users to understand the scope of work performed*”. The extent of the subject property inspection, including interior and exterior areas, is required content of the appraisal report per the USPAP scope of work rule and per guidance from the FHWA regarding requirements for scope of work. The “extent of the inspection process” includes, but is not limited to: a declaration as to the part or parts of the property that were actually viewed or not viewed during the inspection; for structures and other improvements, whether such items were physically measured by the appraiser, whether interior and/or exterior inspection was performed for each item, and a declaration regarding the level of detail associated with the inspection of tangible property. The following is a description of the extent of the inspection performed on the subject property for this appraisal assignment

The property was originally inspected on May 24, 2023, during the site visit of an adjacent property. I reinspected the property and met with the property owner on June 8, 2023. This inspection involved an inspection of the easement areas. There is landscaping bushes and trees located in the proposed acquisition and easement areas. Photographs were documented from the site visit.

Valuation Process

The data obtained is to be analyzed, when appropriate, via the Cost, Income, and Sales Comparison Approaches to Value, with appropriate support for any adjustments made and the value conclusions. The values derived via these three approaches, if applied, are then reconciled into final opinions of value for the subject property for both the before condition and after condition, respectively. The just compensation opinion thus derived by this process encompasses the value of the partial acquisition, improvements within the acquisition, damages to the remainder (if any), including any curative costs impacted by the acquisition in accordance with the Uniform Act and the Laws of the State of Mississippi.

Property Rights Appraised

The property rights appraised in this report consist of fee simple, and, as applicable and appropriate, easement, leased fee, and leasehold interest(s).

“Fee Simple Estate” is defined by *The Dictionary of Real Estate Appraisal*, 4th Edition, copyright 2002, page 113, by the American Institute of Real Estate Appraisers as being:

“Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.”

“Easement” is defined in *The Dictionary of Real Estate Appraisal*, copyright 2002, 4th Edition, page 90, by the American Institute of Real Estate Appraisers as being:

“An interest in real property that conveys use, but not ownership, of a portion of an owner’s property.”

“Leased Fee Interest” is defined in *The Dictionary of Real Estate Appraisal*, copyright 2002, 4th Edition, page 161, by the American Institute of Real Estate Appraisers as being:

“An ownership interest held by a landlord with the right of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the lessee are specified by contract terms contained within the lease”.

“Leasehold Interest” is defined in *The Dictionary of Real Estate Appraisal*, copyright 2002, 4th Edition, page 162, by the American Institute of Real Estate Appraisers as being:

“The interest held by the lessee (the tenant or renter) through a lease transferring the rights of use and occupancy for a stated term under certain conditions”.

Property Estate(s) Appraised:	<i>List and describe, if necessary, the property right(s) appraised (i.e., fee simple, easement, other)</i>
Fee Simple, Easement	

Fair Market Value Defined

Fair Market Value is value in exchange. It is “the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress”. (See the *Terms and Definitions* section of this report for the source of this definition)

Assumptions and Limiting Conditions

This appraisal is subject to the following underlying assumptions and limiting conditions:

The appraiser(s) certifies that to the best of his or her knowledge and belief, the statements contained in this appraisal report, subject to the limiting conditions set forth below are correct.

This appraisal is of the property described in this report.

The appraiser(s) has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader in visualizing the property.

Certain information in this report was obtained from and/or furnished by sources believed to be reliable; however, the absolute accuracy of information is not guaranteed. If relevant information or errors come to the attention of the appraiser, the appraiser reserves the right to change, alter, revise, or void the opinions contained in this report in part or in their entirety.

Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg. This report is to be used in its entirety. The appraiser is not responsible if any part of this report is used to the exclusion of the remainder.

We are not familiar with any engineering studies made to determine the bearing capacity of the land or that indicate any mineral contents of a significant nature.

The appraiser(s) has no knowledge of the existence of hazardous materials on the property unless otherwise stated in this report. The appraiser, however, is not qualified to detect such substances. The presence of any such substances, which may be potentially hazardous materials, may affect the value of the property. However, as directed by the client, the City of Hattiesburg, this value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value.

To the best of our knowledge no portion of the value assigned to the subject property is for items, which are non-compensable according established laws.

This property has been appraised as though free of all liens, unless otherwise stated herein. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered herewith. Good title is assumed.

Certain background and other relevant information applicable to the appraisal of this property and for this appraisal report is given in the project data brochure, which is incorporated herein by reference.

This appraisal was performed within requirements of regulation, law, and supplemental appraisal standards that are applicable to appraisals performed for governmental acquisitions and thus, certain valuation opinions and conclusions stated in this appraisal report are affected by these requirements. Applicable Mississippi Law is found at Mississippi Code Section 65, Section 43, Section 11, and also found in certain published decisions of the Mississippi Supreme Court as they pertain to property acquisition by Eminent Domain.

The reported value estimate assumed no impact on value because of "Section 404 wetlands", as defined by the U. S. Army Corps of Engineers. The client is urged to seek advice of an expert to determine any potential impact on wetlands on the property.

There are no additional assumptions and limiting conditions applicable to this appraisal.
The parent tract was estimated to be +/- 11,621 square feet. This should be considered an exact acreage, as a survey was provided. The acquisition areas are exact measurements provided from the project engineer.
The appraiser reserves the right to alter his opinion of value following the submission of a total survey or acreage clarification

Extraordinary Assumptions and Hypothetical Conditions

Standard Rule 1-2(g) and (h) and Standard Rule 2-2 (a)(viii) and (b)(viii) of the *Uniform Standards of Professional Appraisal Practice* require the appraiser to identify and state all extraordinary assumptions and hypothetical conditions when developing and reporting an appraisal.

USPAP defines extraordinary assumption as “an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser’s opinions or conclusions. “ An extraordinary assumption presumes as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

USPAP defines hypothetical condition as “that which is contrary to what exists but is supposed for the purpose of analysis.” A hypothetical condition assumes conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

An appraiser cannot make an assumption or accept an instruction that is unreasonable or misleading, nor can an appraiser make an assumption that corrupts the validity of the value estimate. Written legal instructions that have proper foundation must be accepted and must be included in the appraisal report.

Following, if applicable, are all extraordinary assumptions and/or hypothetical conditions that affected the analyses, opinions, and conclusions of this report which are explained in the scope of work:

Following, if applicable, are appraiser instructions that affected the analyses, opinions, and conclusions of this report:

If applicable there are no temporary easement assumptions.

Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)

If professional assistance was provided to the appraiser the name of the individual(s) providing such assistance must be stated below. This includes both professional appraisal assistance and providers of subsidiary assistance, e.g., appraisers, registered foresters, architects, attorneys, planning and permitting consultants, engineers, cost estimators, marketing consultants, etc., etc.

If applicable, the following is a description of any necessary or appropriate steps that were performed in the completion of this appraisal assignment that were not previously noted in the scope of work, including a list of the individual(s) providing professional assistance and the type and extent of assistance provided.

A plat of the proposed acquisition area was provided by Maptech, Inc.. I have relied on the acreage from the plat to determine the size of the proposed acquisition and easement areas.

Declaration of Jurisdictional Exception to the Uniform Standards of Professional Appraisal Practice

In conformity with the requirements of USPAP Standard Rule 2-1(a, b, & c), this section of the appraisal report references those specific laws and regulations that prescribe methods and procedures of appraisal and appraisal reporting contrary to that required by USPAP. Application of the Jurisdictional Exception Rule of the USPAP is hereby declared.

Linking Estimate of Value to Specific Exposure Time –

USPAP Standards Rules 2-2(a)(v) & 2-2(b)(v) and clarifying comments contained in SMT-6 require the declaration of a market exposure time. Under Federal appraisal standards, “exposure time” statements are not permitted to appear in appraisal reports prepared for governmental acquisitions. Therefore, pursuant to the authority conveyed to the MDOT through Miss. Code, Sec. 65-1-8 all real property appraisals prepared for the MDOT, whether by staff employees or contracted fee appraisers, shall invoke a Jurisdictional Exception to the requirements of USPAP 2-2(a)(v) and 2-2(b)(v).

Consideration of Land Use Regulations –

USPAP Standard Rule 1-3(a) requires analysis of the effect existing land use regulations and reasonably probable modifications to same. This requirement is contrary to Federal appraisal standards. All real property appraisals performed for the MDOT, whether by staff employees or contracted fee appraisers, must disregard any recent rezoning if such rezoning was a consequence of, or in anticipation of, the government project for which the appraisal is being conducted. Therefore, pursuant to the authority conveyed to the MDOT through Miss. Code, Sec. 65-1-8, all real property appraisals shall invoke a Jurisdictional Exception to the requirements of USPAP 1-3(a).

Consideration of Anticipated Public Projects –

USPAP Standard Rule 1-4(f) requires the appraiser to analyze the effect on value of anticipated public improvements located on or off the property appraised. The appraisal requirements of USPAP Standard Rule 1-4(f) are contrary to State and Federal Law regarding appraisals performed for government acquisitions. All real property appraisals performed for the MDOT, whether by staff employees or contracted fee appraisers must disregard any decrease or increase in the fair market value of real property caused by the government project for which the appraisal is being conducted.

Valuation by Market Approach Only (a.k.a. Sales Comparison Method):

Unless specifically prohibited by Law, the MDOT is empowered and directed by statute to adopt such procedures as are advisable and/or necessary for the purpose of obtaining or securing financial assistance, grants or loans from the United States of America, or any agency thereof. All real property appraisals performed for the purpose of governmental acquisitions within the scope of The Uniform Act are authorized to omit cost and income approaches to valuation where sufficient sales data exists to produce a reliable opinion of value by use of the Market Approach alone (*a.k.a. Sales Comparison Approach*).

Additions to the Scope of Work and Comments (<i>If necessary</i>)	

Area & Neighborhood Data

Area Defined	<i>Brief description of the subject area boundaries or general limits, including the county or counties, prominent cities and prominent geographic features, i.e. Interstate or U.S. Highways, navigable waterways, etc.)</i>		
The area is defined as the medical and commercial district in Midtown Hattiesburg outlined by Hardy Street and Highway 49, inside the city limits of Hattiesburg, Forrest County, Mississippi. U. S. Highway 49 is a main north/south thoroughfare in Hattiesburg. Hardy Street is the main commercial corridor running east to west across Hattiesburg, and lies about two blocks north of the subject.			
Subject Location	☒ Urban	☒ Suburban	☐ Rural
Population Growth Rate	☒ Increasing	☐ Stable	☐ Decreasing
Primary Shopping/Trade Center – Area	Hattiesburg		
Primary Shopping/Trade Center – County	Forrest		
Nearest Employment Center	Hattiesburg		

Neighborhood Defined	<i>(Brief description of the neighborhood area boundaries or general limits, including, if applicable, community name or other name reference utilized by area residents)</i>				
The neighborhood is essentially defined as Hardy Street to the north, Lincoln Road to the south, South 28 th Avenue to the east, and South 34 th Avenue to the west. Forrest General is the largest hospital between Jackson and the Gulf Coast. The neighborhood mostly consists of commercial, residential and medical uses. New developments in the area include the new FGH Cancer Center on South 28 th Avenue and Arlington Loop, the new red light project on the corner of Highway 49 and Camp Street, and the state of the art development of Jones Companies office headquarters under construction one block to the north. Highway 49 consists of mainly professional offices, small retail buildings, fast food and dine in restaurants as well as medical uses along the highway and along South 28 th Avenue. The South 28th Avenue corridor consists mainly of professional and medical offices affiliated with Forrest General Hospital or Hattiesburg Clinic. South 28th Avenue has experienced conversion from single family residential into medical use. Access to the neighborhood is considered great via Highway 49 and Arlington Loop. Highway 49 is the main north/south thoroughfare for traffic traveling from the northern portions of the city to the southern portions connecting Jackson to the Gulf Coast. The traffic count along Highway 49 is 26,000 cars with Arlington Loop consisting of 3,600 cars. The Midtown District is an upper end, high quality retail, commercial and residential district catering to the USM students, faculty, and surrounding Hattiesburg residents. Midtown Hattiesburg Master Plan is to create a walkable, workable, livable mixed use community that connects people to living, shopping, dining, entertainment, educational, medical, cultural, and recreational venues.					
Neighborhood Zoning	☒ Res.	☒ Comm.	☐ Ind.	☐ Other	☒ None
Neighborhood Utilities	☒ Elec.	☒ Gas	☒ Water		
	☐ All	☐ Part	☒ Sewerage		
	☐ Other				
Neighborhood Imp's	☐ Storm Sewer	☒ Crb/Gtr	☒ Sidewalk	☒ Street Lights	
	☐ Other				
Schools	Hattiesburg City Schools				
Recreational Facilities					
Fire	City of Hattiesburg				
Police	City of Hattiesburg				
Other					

Site Description

(Before – Acquisition - After)

Site Description — Before

An analysis of the subject site is particularly important in estimating its highest and best use and for separate valuation from the improvements. The following is a discussion of the subject site in the Before Condition.

Present Use of Site: Residence

Legal Description of the Total Ownership: Lot 7 and the South ½ of Lot 6, of Monte Vista Terrace Subdivision, in the City of Hattiesburg, Forrest County, Mississippi

Frontage/Access: Arlington Loop fronts along the southern boundary for +/- 153 feet and South 30th Avenue to the east for +/-76 feet. The primary access drive is located along South 30th Avenue with gravel street-side parking in the front along Arlington Loop.

Topography: Partially wooded with adequate drainage

Flood Plain and Drainage Data: According to flood map 28035C0104E, dated November 19th, 2021, the property does not lie within a designated flood zone.

Use Restrictions: RA-3; Zoned Midtown District by the City of Hattiesburg (see addenda)

Site Improvements: Landscaping, Fencing & Concrete Driveway

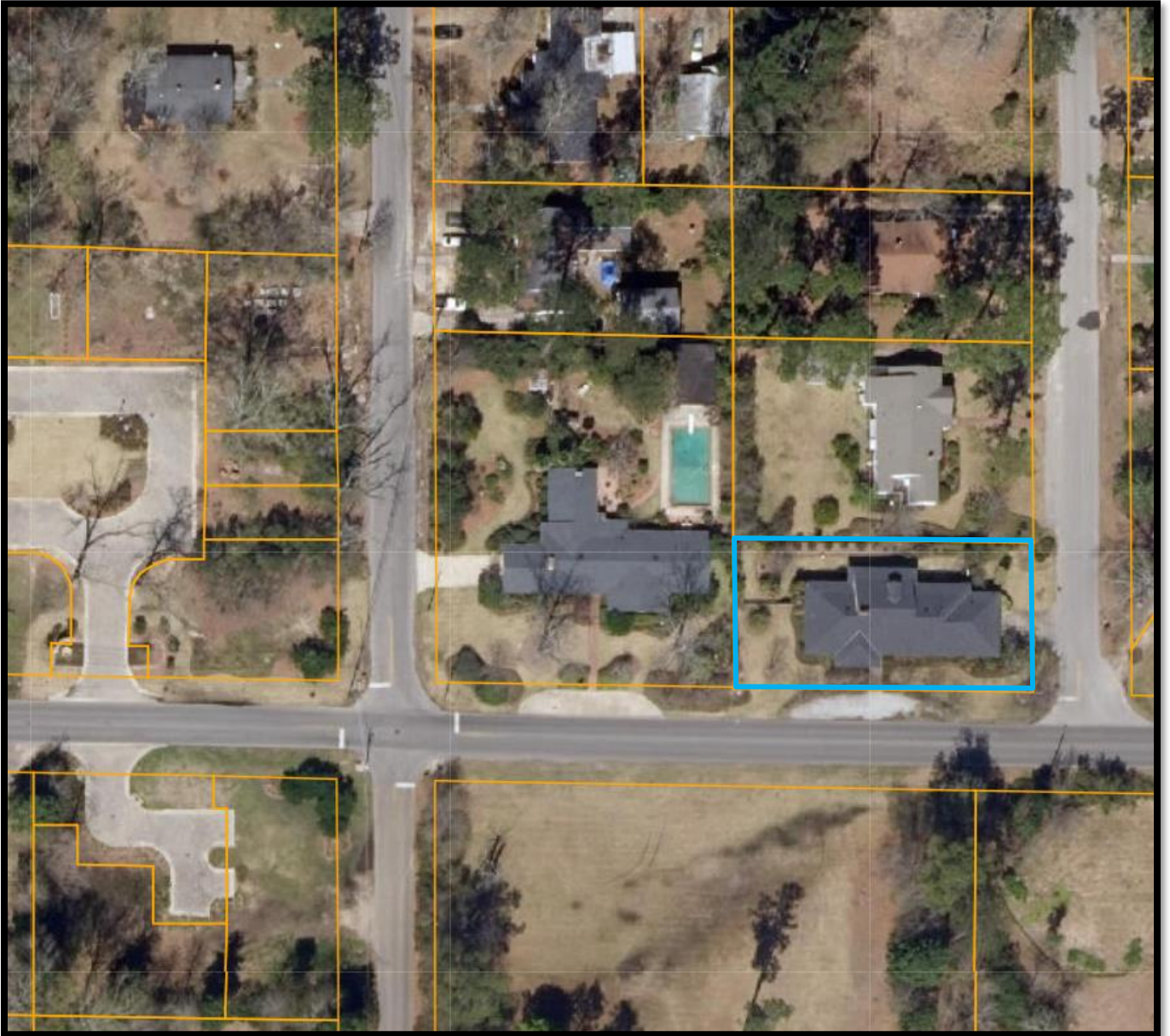
Adjacent Land Uses: Located to the north of the property is a variety of retail, condo, multi-family, and office uses. The Hattiesburg Clinic and the Forrest General Hospital campus is located south and east. Residential uses are located along Arlington Loop west of the property.

Easements/Encumbrances: None noted.

Utilities:

Utility Service	Supplier	Utility Service	Supplier
Electricity	MS Power	Sewer	City of Hattiesburg
Gas	Spire	Water	City of Hattiesburg
Garbage Collection	City of Hattiesburg	Telephone	AT&T

AERIAL PHOTO



ACQUISITION AREAS



Site Description — Area of Acquisition

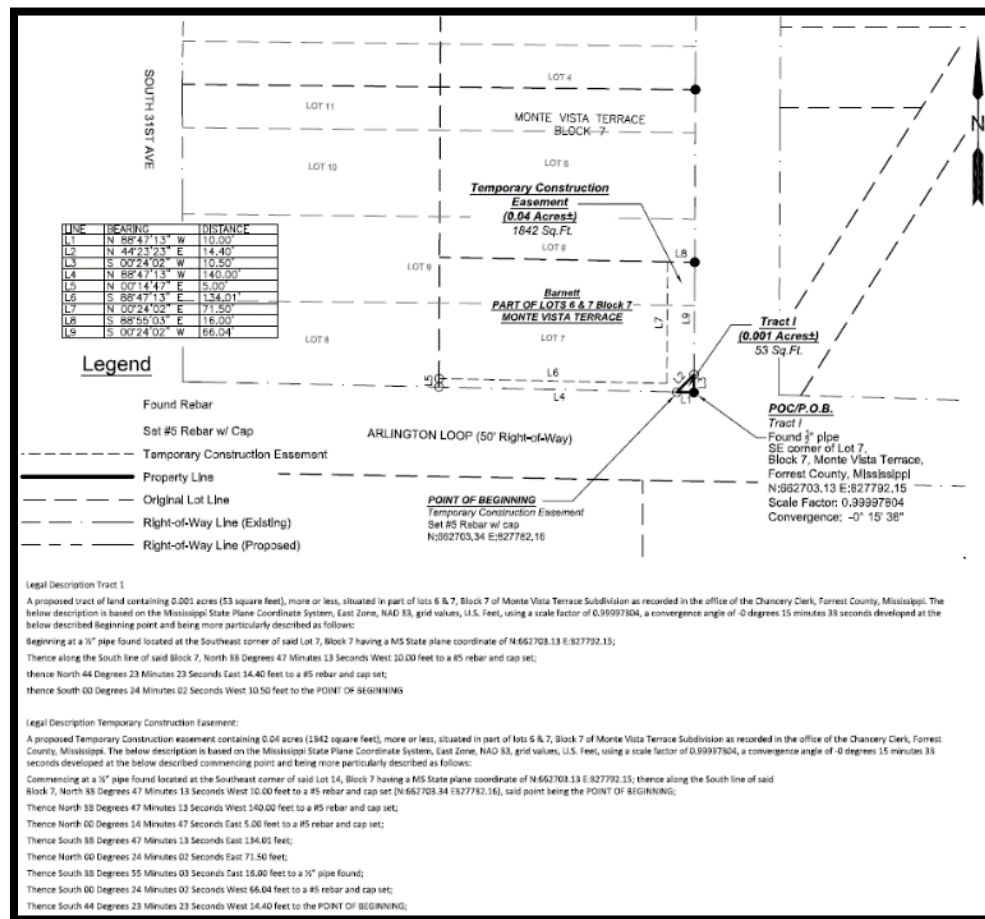
Location/Size: The permanent acquisition area contains total of 53 square feet. This area is located on the southeast coner of the property. The majority of the easement area is contained within a temporary construction easement located along the southern boundary and Arlington Loop and a the eastern boundary along S. 30th Avenue. The temporary construction easement contains 1,842 square feet. A brakedown of the easment areas is shown below

Parcel	PPIN	Permanent Easement	Temporary Easement
10	20852	0.001 Ac or 53 SF	0.04 Ac or 1,842 SF
	TOTALS	0.001 Ac or 53 SF	0.04 Ac or 1,842 SF

Rights to be Acquired for Each Parcel: Fee Simple, Easement

Site Improvements: Landscaping

Rights to be Acquired: Fee Simple, Temporary Construction Easement



Site Description — After

Dimensions/Area/Shape: After the permanent easement, the property will be reduced by 53 square feet. The temporary easement will be required for 2 years, at which time there may be periods of limited access to the property.

The property has multiple improvements located in the proposed ROW and damages for lack of use has been assigned during the construction period.

Frontage/Access: In the after condition, a circular drive and additional parking area will be installed along South 30th Avenue. The street side parking in front of the residence will be replaced with a concrete sidewalk along Arlington Loop.

The overall utility will remain the same in the after condition and no damages were noted.



Photographs



TCE area located along Arlington Loop from the southwest corner of the property.



Permanent and TCE area located on the southeast corner of the property.



TCE located in front of the residence along Arlington Loop



Front of the property from Arlington Loop



TCE looking north along S. 30th Avenue



Looking east along Arlington Loop from the property.



TCE area located on the northeast corner of the property.



TCE staking located on the northeast corner of the property



Looking north along S. 30th with the property to the left of photo.



TCE staking located along the north property line

Whole Tract and Larger Parcel Declaration

Whole Tract Declaration

On those properties where the total ownership and the Larger Parcel are not one-in-the-same, it is possible for a property to contain several Larger Parcels (Highest & Best Use areas). The acquisition may affect more than one Larger Parcel (H&BU area), it is essential that there be a clear declaration by the appraiser as to what part and/or parts of the total ownership are being appraised. This section of the appraisal report declares exactly what was valued in the appraisal process and includes:

- The size of the contiguous total ownership provided to the appraiser by the City of Hattiesburg
- Declaration of the Larger Parcels (H&BU areas) within the total ownership that are unaffected
- Identification and delineation of the affected Larger Parcels (H&BU areas) described by the following methods as appropriate:
 - a. Clearly visible physical features- road, creek, ditch, fence, tree line, etc.
 - b. Subdivision boundary, Zoning line, corporate limits, county line, section line, etc.
 - c. Dimensioned area as determined by the appraiser

Total "Whole Tract" Declaration and Summary	(Ac./S.F.)
The whole tract being Lot 7 and the South ½ of Lot 6 of the Monte Vista Terrace Subdivision containing +/-11,621 square feet is the subject of this report.	

Declaration of the Larger Parcel

There are three conditions or tests that are considered in determining the larger parcel, unity of ownership, unity of use, and contiguity. In certain instances, the larger parcel may not include all the lands that are contiguous and under identical ownership. In determining the larger parcel to be appraised, reliance on unity of ownership and unit of use will be given substantial weight. In determining the larger parcel, the following is noted:

Larger Parcel(s) Summary	(Dimensions, Size, and Use)
Same as above.	

Highest and Best Use Analysis

¹**Highest and best use** is defined in *The Dictionary of Real Estate Appraisal, Fourth Edition*, Copyright 2002, page 135, compiled by the Appraisal Institute as:

“The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity”.

The reasonable and probable use that will support the highest property value, as defined, as of the date of the appraisal. In order to arrive at a highest and best use estimate, the land is first analyzed as if vacant. Later, the total property, including any existing improvements, is analyzed. In estimating the highest and best use of the subject site, as if vacant and improved, you must first carefully study the existing land use patterns and trends in the area. In estimating the highest and best use of the subject property, the appraiser has considered very carefully the following factors:

1. The land and location is considered in relationship to the local area.
2. The physical characteristics of the land and improvements, including the land's overall size, shape, road frontage, topography, soil and sub-soil conditions and available utilities.
3. In analyzing the highest and best use of the subject, as applicable and appropriate, the Sales Comparison Approach, Cost Approach, and Income Approach are considered.

The procedure used in this report to estimate highest and best use of the subject site was to consider, in sequence, the site's utility, its legal use, its possible and most feasible use, and, finally, the optimum or highest and best use.

Highest and Best Use Analysis	<i>(Address physically possible, legal permissibility, economic feasibility, maximal productivity, in Before & After for all larger parcels or whole tract as applicable)</i>
Highest and best use is defined in the third edition of <i>The Dictionary of Real Estate Appraisal</i> (Appraisal Institute, Chicago, 1993), as follows:	
The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.	
Highest and best use analysis is a three-step process. The first step involves the highest and best use of a site as though vacant. The determination must be made to leave the site vacant or to improve it. If the conclusion is to improve the site, the second step is to determine the ideal improvement. The final step is a comparison between the ideal improvement and the existing improvement. At this point, the determination must be made to maintain the property in its present form or to modify the improvements to more closely conform with the ideal.	
Highest and Best Use as Though Vacant	
The subject is zoned RA-3, which is designed for residential development. This zoning district also permits a limited range of retail and commercial uses as well. The subject zoning was changed following the Midtown District designation. The site contains approximately 11,621 square feet and is improved with a residence. It is well drained, with all municipal utilities available. Consequently, there are no physical limitations to prevent development of the subject site with any of the uses permitted by the RA-3 zoning.	

¹ The phrase “*highest and best use areas*” or “*uses*” is from wording utilized by the Mississippi Supreme Court in its published eminent domain decisions. Reference of these phrases by the Court has been historically utilized in a manner equivalent to the phrase “*Larger Parcel*”. For additional information, please refer to the “*Terms and Definitions*” section of this appraisal report.

The site is physically possible to be used for a wide variety of uses. The property is part of the Monte Vista Terrace Subdivision. The property is located in the District at Midtown development. There is a very larger multi-story Class A office building being constructed one block north of the property. The developer has purchased many of the adjacent lots in the immediate area for greenspace and additional parking areas for the large development under construction. The lots purchased were improved with residences at the time of purchase and were later demolished. These lots sold in the range of \$15.00 to \$19.00 per square foot. The highest and best use of the site would be for a commercial or retail use and would outpace the value as improved as a residence.

Ownership History and Tax Information

Ownership History

In developing a real property appraisal an appraiser must:

1. Analyze any current agreement of sale, option, or listing of the subject property, if such information is available to the appraiser in the normal course of business.
2. Analyze any prior sales of the subject property that occurred within the following minimum time period of five years.
3. Discuss below (as applicable) the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the data.
4. When there is a sale of the subject property to the current owner for an undisclosed price, the appraiser must state that he or she attempted to obtain the purchase price and other terms of the transaction without success. (If transaction price could not be verified please explain below.)

Ownership History					
Property Transactions during the last five years to Date:					
Date	Grantor	Grantee	Consideration	Book/Page	Ver.
03/08/1995	Ruby Tindall Watkins	Mary A Barnett	WD	727/591	
Explanation:					

Tax Information			
Tax Parcel I.D. Number	<u>2-028N-07-066.00,</u>	True Value – Land	<u>\$21,780</u>
Millage Rate	<u></u>	True Value – Improvements	<u>\$86,330</u>
Property Assessment Rate	<u></u>		
Special Assessments	<u></u>		

Parcel No. Parcel 10 Project No. Midtown Streetscape Project

Approaches to Value

All standard techniques used by appraiser in estimating of market value can be grouped into the following three main approaches to value: 1) Sales Comparison Approach, 2) Cost Approach, and 3) Income Approach. One or more of these approaches are used in all appraisal assignments. Use of these approaches will depend on the type of property being appraised and quantity and quality of data available for analysis.

Sale Comparison Approach: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when comparable sales data are available.

Cost Approach: A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of, or replacement for, the existing structure; deducting depreciation from the reproduction or replacement cost; and adding the estimated land value, plus an entrepreneurial profit. Adjustments may then be made to the indicate fee simple value of the subject property to reflect the value of the property interest being appraised.

Income Approach: A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.

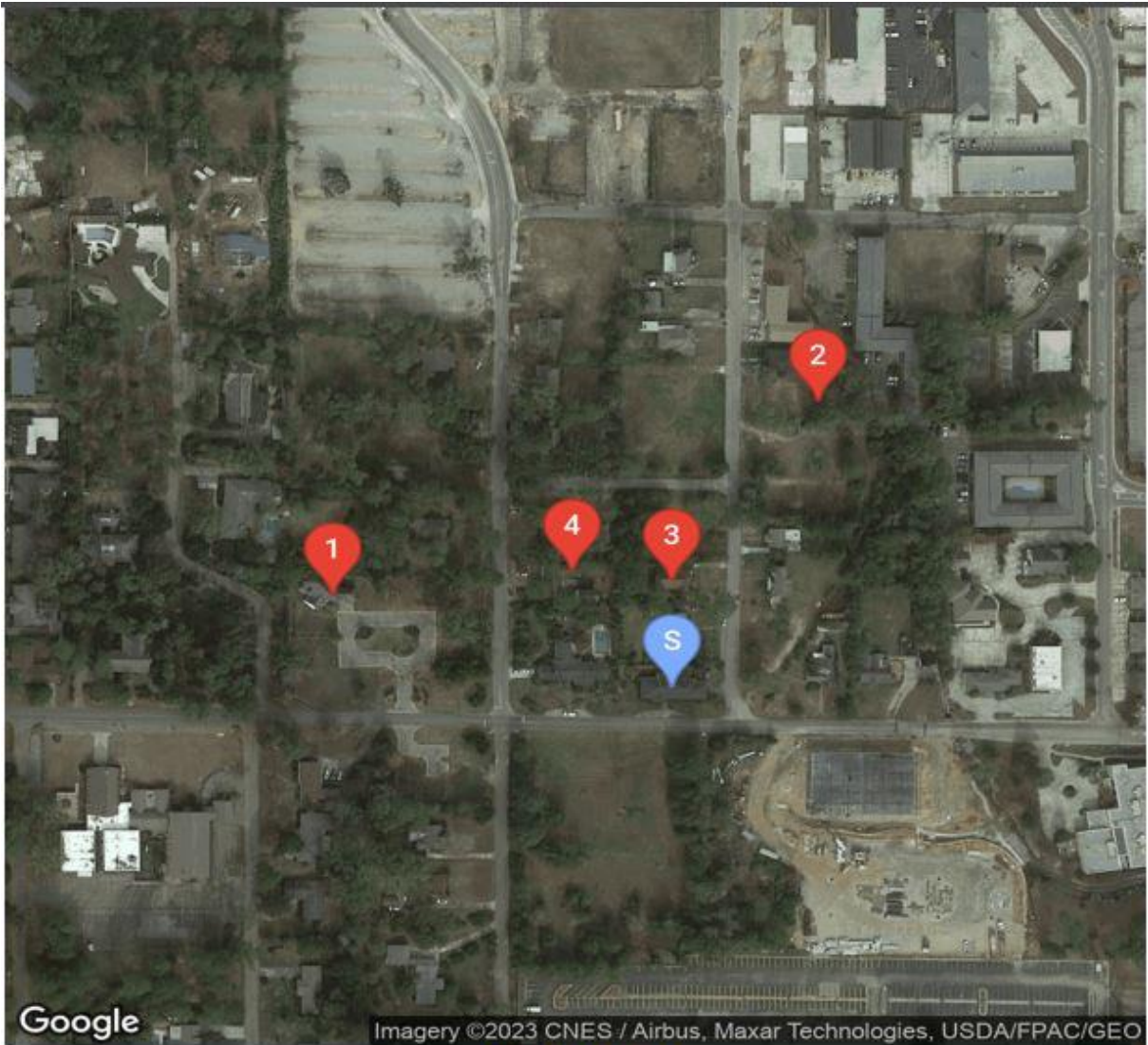
The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute

Approach to Value Utilized in this Appraisal Assignment Are:

☐ Cost Approach ☐ Income Approach ☒ Sales Comparison Approach

Reason(s) for excluding any of the usual approaches to value	
The sales comparison approach was the only applicable approach to arrive at just compensation for the loss of land. The cost and income approach to value would not apply.	
The value stated in this report is the value of the land only.	

Land Sales Map



COMPARABLE KEY			
COMPARABLE	LABEL	DISTANCE FROM SUBJECT	ADDRESS
SUBJECT	S	-	3001 Arlington Loop, Hattiesburg, MS
COMPARABLE 1	1	0.1 Miles	107 Cherokee Court, Hattiesburg, MS
COMPARABLE 2	2	0.1 Miles	206 S. 30th Avenue, Hattiesburg, MS
COMPARABLE 3	3	0.0 Miles	305 S. 30th Avenue, Hattiesburg, MS
COMPARABLE 4	4	0.0 Miles	210 S. 31st Avenue, Hattiesburg, MS

Sales Comparison Approach – (Land) – Before Value

Land Sales Summary and Adjustment Grid					
Subject		Comparable 1	Comparable 2	Comparable 3	Comparable 4
Location:	301 South 30th Avenue	Cherokee Court	206 S. 30th Avenue	305 S. 30th Avenue	210 South 31st
City:	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg
County:	Forrest	Forrest	Forrest	Forrest	Forrest
Seller:		Hub Development	Gibbens Investments	McMahan Holdings	Cotton Ross, LLC
Buyer:		Frederick E. Varnado	Midtown Montevista	Midtown Montevista	Midtown Montevista
Deed Book / Page		1380/959	1336/247	1379/278	1380/595
Date of Sale:		June-20	April-20	October-21	November-21
Sale Price:		\$75,000	\$230,006	\$190,000	\$190,000
Site Size (Sq. Ft.):	11,621	5,767.00	14,810.00	11,621.00	11,621.00
Unadjusted Price/Sq. Ft.:		\$13.01	\$15.53	\$16.35	\$16.35
Adjustments					
Rights Transferred:	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financial Considerations	Market	Market	Market	Market	Market
Conditions of Sale:	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length
		0%	0%	0%	0%
Market Conditions - Time:		Stable	Stable	Stable	Stable
		0%	0%	0%	0%
Time Adjusted Cash Equiv. Price/SF:		\$13.01	\$15.53	\$16.35	\$16.35
Location:		Similar	Similar	Similar	Similar
		0%	0%	0%	0%
Site Size (Sq. Ft.):	11,621.00	5,767.00	14,810.00	11,621.00	11,621.00
		0%	0%	0%	0%
Frontage/Access:	S. 30th Avenue	Similar	Similar	Similar	Similar
		0%	0%	0%	0%
Topography:	Partially Wooded; Level	Similar	Similar	Similar	Similar
		0%	0%	0%	0%
Zoning	RA-3	RD-2	MX-3	MX-3	MX-3
		5%	0%	0%	0%
Net Adjustments:		5%	0%	0%	0%
Adjusted Price/SF:		\$13.66	\$15.53	\$16.35	\$16.35

Parcel No. Parcel 10

Project No. Midtown Streetscape Project

Sales Comparison Approach – (Land) – After Value

Land Sales Summary and Adjustment Grid					
Subject		Comparable 1	Comparable 2	Comparable 3	Comparable 4
Location:	301 South 30th Avenue	Cherokee Court	206 S. 30th Avenue	305 S. 30th Avenue	210 South 31st
City:	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg
County:	Forrest	Forrest	Forrest	Forrest	Forrest
Seller:		Hub Development	Gibbens Investments	McMahan Holdings	Cotton Ross, LLC
Buyer:		Frederick E. Varnado	Midtown Montevista	Midtown Montevista	Midtown Montevista
Deed Book / Page		1380/959	1336/247	1379/278	1380/595
Date of Sale:		June-20	April-20	October-21	November-21
Sale Price:		\$75,000	\$230,006	\$190,000	\$190,000
Site Size (Sq. Ft.):	11,568	5,767.00	14,810.00	11,621.00	11,621.00
Unadjusted Price/Sq. Ft.:		\$13.01	\$15.53	\$16.35	\$16.35
Adjustments					
Rights Transferred:	Fee Simple	Fee Simple	Fee Simple	Simple	Fee Simple
Financial Considerations	Market	Market	M	Market	Market
Conditions of Sale:	Arm's Length	Arm's Length		Arm's Length	Arm's Length
		0%	0%	0%	0%
Market Conditions - Time:		Stable	Stable	Stable	Stable
		0%	0%	0%	0%
Time Adjusted Cash Equiv. Price/SF:			\$15.53	\$16.35	\$16.35
Location:			Similar	Similar	Similar
		0%	0%	0%	0%
Site Size (Sq. Ft.):	11,568.00	5,767.00	14,810.00	11,621.00	11,621.00
		0%	0%	0%	0%
Frontage/Access:	S. 30th Avenue	Similar	Similar	Similar	Similar
		0%	0%	0%	0%
Topography:	Partially Wooded; Level	Similar	Similar	Similar	Similar
		0%	0%	0%	0%
Zoning	RA-3	RD-2	MX-3	MX-3	MX-3
		5%	0%	0%	0%
Net Adjustments:		5%	0%	0%	0%
Adjusted Price/SF:		\$13.66	\$15.53	\$16.35	\$16.35

SAME AS PREVIOUS

Parcel No. Parcel 10

Project No. Midtown Streetscape Project

Explanation of Adjustment-(Land)

(Before and After)

ANALYSIS OF LAND SALES

The array of data suggests possible adjustments for various characteristics of each transaction in comparison with the subject site. This comparison of land sales to the subject property is the basis for determining a value indication of the subject site as though vacant. The analysis of these adjustments is found in the following paragraphs.

PROPERTY RIGHTS CONVEYED

All of the above land sales conveyed fee simple ownership, therefore, no adjustment is necessary.

FINANCING TERMS

None of the sales involved below market interest rates or seller financing. Therefore, no adjustments were made.

LOCATION AND ACCESS

The property is located at 3001 Arlington Loop at the intersection of South 30th Avenue. All of the sales are located in the same neighborhood and considered similar in location.

SIZE

The subject is 11,621 square feet, more or less. Typically, the larger the land size, the lower price per unit. A downward adjustment for size is indicated by the sales. Therefore, downward adjustments were applied to the smaller sales.

MARKET CONDITIONS

All of the sales were considered recent and occurred during similar market conditions.

CORRELATION

After adjusting the sales for its differences in size, location, etc, a range of values from \$13.66- \$16.35 per square foot is indicated. Sales 2, 3, and 4 are adjacent lots located on the north side of the subject and considered most similar. Since then, the neighborhood has seen an influx of commercial and retail demand in The District at Midtown. This is mixed-use development with retail, restaurants, hospitality, and townhomes. Also, Jones Companies is in the process of constructing a very large Class A office building located one block north of the subject.

Considering all factors, I have concluded a land value of \$16.00/sf for the (11,621 sq. ft.) subject site.

Site Improvements

A cost estimate to replace the loss of landscaping and fencing in the proposed acquisition area was provided by the engineer. The cost to replace the improvements equals \$26,625 and was added to the before land value.

Landscaping	LS	1	\$3,000.00	\$3,000.00
4' Decorative Iron Fence, Per Plans	LF	175	\$135.00	\$23,625.00

Before Land Value - Summary

Size/Sq. Ft.	Unit of Measure	Rate	Value
11,621	Price/Sq. Ft.	\$16.00	\$185,936
Add (Landscaping and Fencing) – See Attached			\$26,625
Total Before Land Value			\$212,561
Rounded			\$212,565

AFTER VALUE

The subject site has the same overall use and commercial potential in the after condition. The same \$16.00/sf was applied to the site in the after condition.

There is a temporary construction easement on the subject site. The total area for construction easement equals 1,842 sf, or 0.04 acres.

In order to value the use of the 2 year construction easement, I have analyzed several land ground leases in the area. A summary of these ground lease rates are discussed below.

Forrest County schools has a large amount of 16th Section schoolboard land that is leased for commercial purposes. The majority of this land is located along Broadway Drive in Hattiesburg. Representatives stated that the schoolboard attempts to get 10% of the Fee Simple value for Schoolboard property.

Lamar County schools also leases several 16th Section schoolboard sites in Lamar County, located one county to the west. Mr. Rick Norton (schoolboard attorney) was interviewed in regards to the leasing activity in Lamar County. The schoolboard discusses the lease policy each year, and assigns the expected return based on Fee Simple land value. The current return for "commercial" property is based on 6% of Fee Simple value.

I was able to find two other ground leases in the area, with rates indicated at 10-12%.

Based on my interviews and analysis, ground leases in the area appear to be leased at 5-12%. The most relevant ground lease information was based on the Forrest County schoolboard leases, leased at 10% of fee simple value. A ground lease rate of 10% was applied to the 2 year lease agreement.

Upfront / Lump Sum discount (1 pmt, 2n, 10i, PV= 1.74, $1.735 / 2.0 = 0.8675$)

The calculated temporary easement is as follows:

$1,842 \text{ Sq. Ft.} \times \$16.00/\text{sf} \times 10\% \times 2 \text{ years} \times 0.8675 = \$5,113$, rounded to \$5,115

COST TO CURE

A cost to install a new circular drive and additional parking space was provided by the engineer. The cost to cure equals \$26,700 and was deducted from the after condition.

Concrete Driveway, With Reinforcement, 6-inch Thickness, With Colored and Stamped Brick Boarder	SY	125	\$125.00	\$15,625.00
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This aerial view of the property shows the proposed acquisition and temporary construction easement areas, as well as the proximity of the improvements in the after condition.

CONCLUSION OF AFTER VALUE

Size/Sq. Ft	Unit of Measure	Rate	Value
11,568	Price/Sq. Ft.	\$16.00	\$185,088
Less: Cost-to-Cure			(\$15,625)
Less: Easements – 1,842 Sq. Ft. Temporary Easement			(\$5,115)
Less: Q-Interests			\$0
Total After Land Value			\$164,348
Rounded			\$164,345
Difference in Before and After			\$48,220

Final Reconciliation of Value

	Before	After	Difference
Sales Comparison Approach	\$212,565	\$164,345	\$48,220
Cost Approach			
Income Approach			

Reconciliation	<i>Explain the appropriateness of the approaches, the accuracy of the data and calculations, and the quantity and quality of the data presented relative to the scope of the assignment and the specific appraisal problem.</i>
Several land sales were confirmed and researched in the subject neighborhood. These sales provided a good market value indication. After researching the local sales, a unit value of \$15.00/sf was concluded. The sales approach was considered the best method at valuing the subject site. A replacement cost for the loss of landscaping and fencing equals \$23,625. This was added to the before value resulting in a total before value of \$212,565. In the after condition, a cost to cure for a new circular drive was deducted from the after land value in the amount of \$15,625. A temporary easement area will be retained for the duration of the construction period estimated to be 2 years. The same unit value was applied in the after condition resulting a concluded after value of \$164,345. The difference in the before and after values was considered the just compensation of \$48,220.	

The difference between the Fair Market Value of the whole tract and the remainder is **\$48,220** as of May 24th, 2023, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

TAX MAP

Forrest County, MS



6/8/2023, 7:49:35 PM

Parcels forrest_ms_ac
forrest_ms_dim Anno
LOTLINE forrest_ms_parcelno

1:564
0 0 0.01 0.02 mi
0 0.01 0.01 0.02 km
City of Hattiesburg, Esri, HERE, Garmin, INCREMENT P, NOAA, USGS

City of Hattiesburg, Esri, HERE, Garmin, INCREMENT P, NOAA, USGS

Addenda

Terms and Definitions

Agency- the Federal Agency, State, State Agency, or person that acquires real property or displaces a person.

Appraisal- a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

Uneconomic Remnant- a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner.

Total Ownership- the total amount of contiguous property, under the ownership of a single legal entity, as indicated by the map provided to the appraiser by the client for an appraisal assignment.

Whole Tract- that amount of property, within the "Total Ownership", as determined by the appraiser, to be affected by the acquisition. The *whole tract* is defined by the appraiser, and may be determined to be the same as the total ownership, or some defined area that is less than the "Total Ownership".

Larger Parcel-²that tract, or tracts, of land which possess a unity of ownership and have the same, or an integrated, highest and best use. Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. Mississippi Case Law recognizes this concept but refers to it by use of the phrases "Highest and Best Use areas" or "Highest and Best Uses"³ Designation of the Larger Parcel, for appraisals performed in connection with the disposal of excess property, may require the adoption of a hypothetical condition regarding "unity of ownership".

Excess Property "(2)...whenever real property, with the exception of easements for highway purposes, has been acquired by the City of Hattiesburg, in any manner, for public use and in the opinion of the commission all or any part thereof becomes unnecessary for public use, the same shall be declared on the minutes of the commission as excess property and sold at private sale at market value."⁴

Disposal as used in the appraisal of excess property, "means the sale of real property rights therein, including access or air rights, when no longer needed for highway right-of-way or other uses eligible for funding under title 23 of the [U.S.] Code"⁵

Fair Market Value- Fair Market Value is value in exchange. It is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".⁶

Effective Date – The date at which the analyses, opinions, and advice in an appraisal, review, or consulting service apply. (USPAP, 2002 ed.) Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 4th Edition.

² The Uniform Appraisal Standards for Federal Land Acquisitions, Interagency Land Acquisition Conference, Published by the Appraisal Institute with the cooperation of the U.S. Department of Justice, Washington, D.C. 2000,

³ Oughton v. Gaddis, 683 So.2d 390 (Miss. 1996)

⁴ Mississippi Code of 1972, Annotated, § 65-1-123

⁵ United States Code, 23 CFR 710.105

⁶ *Potters II v. State Highway Comm'n of Mississippi*, 608 So. 2d 1227, 1231 (Miss. 1992).

Date of the Report – The date of the transmittal letter of a written report or the date a written report lacking a transmittal letter is completed by the appraiser. The date of an oral report is the date it is communicated to or for the client. The date of the report may or may not be the same as the effective date of the appraisal. (USPAP, 2002 ed.) Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 4th Edition.

Highest and Best Use- The best or most valuable use to which the property, [.....], is adapted. Mere speculative uses cannot be considered. There must be some probability that the land would be used within a reasonable time for the particular use to which it is adapted. There must be a present demand for the land for such purpose or a reasonable expectation of such demand in the near future.⁷

Before and After Rule [Mississippi]- When part of a larger tract of land is taken for public use, the owner should be awarded the difference between the fair market value of the whole tract immediately before the taking, and the fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.⁸ Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.⁹

Before Value- The fair market value of the whole tract immediately before the taking.¹⁰

After Value- The fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.

Due Compensation¹¹- Just Compensation¹² the value of the land taken and the damages, if any, which result... as a consequence of the taking, without considering either general benefits or injuries resulting from the use to which the land taken is to be put, shared by the general public.¹³

Damages to Remainder- *[In the context of valuation under the Before and After Rule, it is]* the depreciation in the fair market value of the remaining area, ...that is special, and not such as is common to all the property in the neighborhood.¹⁴ In determining damages, if any, to the remainder if less than the whole of a defendant's interest in property is taken, nothing shall be deducted there from on account of the supposed benefits incident to the public use for which the petitioner seeks to acquire the property.¹⁵

Cost-to-Cure Damages [the cost or costs associated with] the necessity of rebuilding fences and wells, the necessity of relocating roads, and other similar items. [Such] items are all part of the depreciated value of the property, since the landowner is required to do this construction in order to use the property in the manner in which it has been used or for which it is best adapted.¹⁶

Extraordinary Assumption – (USPAP definition) an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions.

⁷ MSHC v. Brooks, 123 So.2d 423, 427 (1960); MSHC v. Wagley, 231 So.2d 507 (1970);

⁸ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

⁹ Mississippi Code of 1972, Annotated, Section 43-37-3

¹⁰ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

¹¹ Constitution of Mississippi, Article 3, § 17

¹² Mississippi Code of 1972, Annotated, Section 43-37-3

¹³ MSHC v. Hillman, 198 So. 565;

¹⁴ MSHC v. Colonial Inn, Inc. 149 So.2d 851;

¹⁵ Mississippi Code of 1972, Annotated, Section 11-27-21;

¹⁶ Emerson v. MSHC, 208 So.2d 441

Hypothetical Condition – (USPAP definition) that which is contrary to what exists but is supposed for the purpose of analysis.

Intended User – the client and any other party as identified, by name or type, as users of the appraisal, appraisal review, or appraisal consulting report by the appraiser on the basis of communication with the client at the time of the assignment.

Jurisdictional Exception – an assignment condition that voids the force of a part or parts of USPAP, when compliance with part or parts of USPAP is contrary to law or public policy applicable to the assignment.

Supplemental Standards – requirements issued by government agencies, government sponsored enterprises, or other entities that establish public policy which add to the purpose, intent and content of the requirements of USPAP, that have a material effect on the development and reporting of assignment results.

Plottage The increment of value created when two or more sites are combined to produce greater utility. See also assemblage.

Assemblage The combining of two or more parcels, usually but not necessarily contiguous, into one ownership or use; the process that creates plottage value. (USPAP, 2002 ed.) See also plottage.

Assemblage Cost The excess cost incurred to acquire individual adjacent parcels of real estate in a single ownership beyond the estimated cost of acquiring similar sites that do not form a specifically desired assemblage.

Scope of Work “The Scope of Work is a written set of expectations that form an agreement or understanding between the appraiser and the agency as to the specific requirements of the appraisal, resulting in a report to be delivered to the agency by the appraiser. It includes identification of the intended use and intended user; definition of fair market value; statement of assumptions and limiting conditions; and certifications, the type and extent of research and analyses in an assignment. Either the appraiser or the agency may recommend modifications to the initial Scope of Work, but both parties must approve changes.”¹⁷

¹⁷ Federal Highway Administration, Guide For Preparing An Appraisal Scope of Work, October, 2005

MIDTOWN DISTRICT:

The goal of Midtown In Motion - Midtown Hattiesburg Master Plan is to create a walkable, workable, livable mixed use community that connects people to living, shopping, dining, entertainment, educational, medical, cultural, and recreational venues.

The underlying elements of the Midtown Plan are:

- Diversified
- Sustainable
- Livable
- Multi-Modal
- Connected
- Predictable
- Neighborhood Friendly
- Environmentally Sensitive

The Master Plan uses to its advantage Midtown's strategic location among the region's major economic drivers – Forrest General Hospital, Hattiesburg Clinic, and The University of Southern Mississippi to become a highly successful and sustainable mixed use community. The tremendous number of employees and visitors garnered by these three institutions creates significant demand for an array of residential, retail, office, entertainment, and cultural venues.

Forrest General Hospital • 3,200 Employees/Staff • 30,600 Annual Admissions • 18,000 Visitors Per Month

Hattiesburg Clinic • 1,800 Employees/Staff • 50,000 Visitors Per Month

The University of Southern Mississippi • 2,300 Employees/Faculty • 14,850 Students • 36,600 Visitors Per Month.

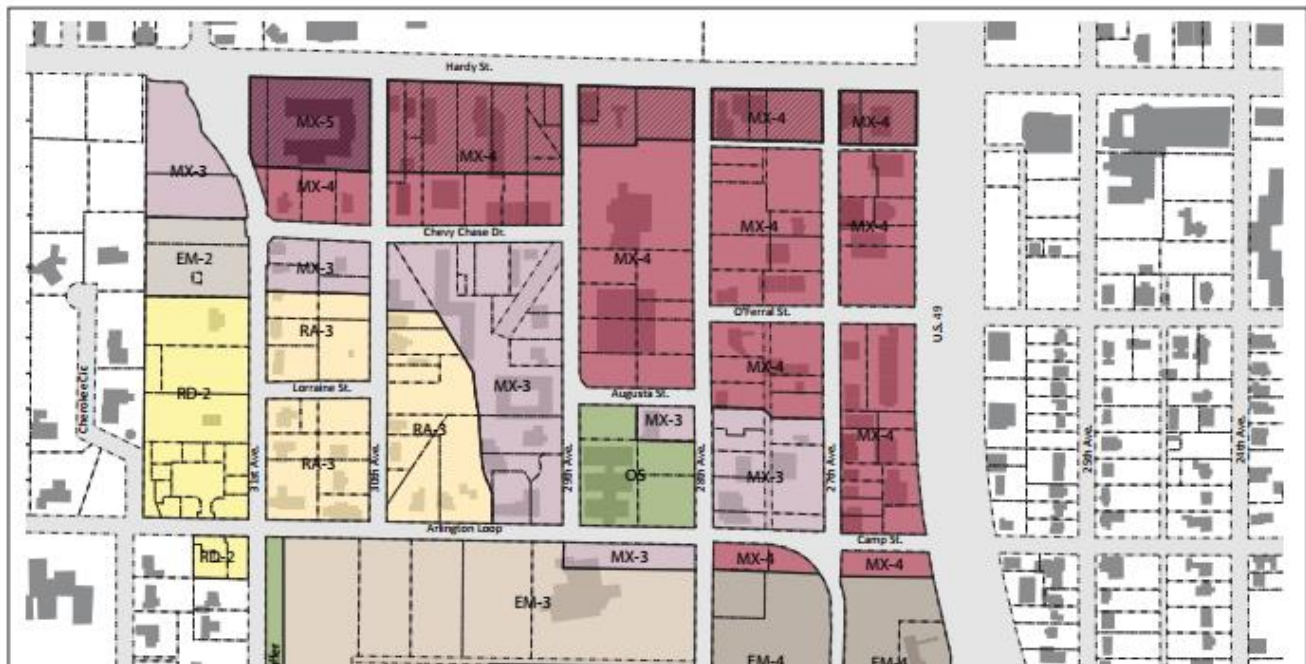
http://www.code-studio.com/hattiesburg/Midtown-MasterPlan-Draft_May-31-2013.pdf



Chapter 1:
Planning Context

Sec. 2.2. Midtown Form-Based Code Zoning Map

The following map is established and made a part of the City of Hattiesburg Official Zoning Map.



NORTHEAST AREA



In general, this is the most intense portion of Midtown, allows the highest and most intensive buildings and uses. Also serves as the central focal point for the area.



Key Recommendations

- A** Entrance to USM enhanced and realigned, median formalized with monument and replanted. Speed table with USM Golden Eagle added to slow traffic.
- B** Three-story buildings with ground floor retail and apartments above fronting Hardy St. and 29th Ave create gateway into heart of Midtown.
- C** One-story university-oriented retail buildings (books, clothing, music, coffee shop) front Hardy St.
- D** 27th Ave closed to vehicular traffic and transformed into permanent outdoor space for dining and entertainment, public gathering or open air market.
- E** Three-story buildings with ground floor retail/office and apartments above front 29th Ave. Three-story university-oriented apartments front 28th Ave. Two-story parking deck serves surrounding development.
- F** Three- to four-story university-focused apartments front 28th Ave, O'Ferral St. and US 49 with 27th Ave serving as access to parking (higher densities could be achieved if structured parking provided). Ground floor corner units front US 49 could be reserved for retail-oriented uses.
- G** One-way travel way with reverse-angle parking and extensive landscaped buffering of US 49. Access moved from Hardy St. to US 49.
- H** Chevy Chase extended between 29th and 28th Avenues to enhance connectivity.
- I** Forrest General Support Services building serves as Midtown focal point.
- J** O'Ferral reconfigured with a median, stormwater captured within the median enhances water quality and stormwater runoff. Serves as a gateway into Midtown.
- K** Civic square with amphitheater serves as Midtown focal point, single-story active retail uses (coffee shops, cafes, restaurants) surround and frame the square.
- L** Three- to four-story university-focused apartments front O'Ferral and wrap corner of 28th Ave. Two-story parking deck serves surrounding development.
- M** 40,000 square foot grocery store with single-story retail line Arlington Loop.
- N** Two- to three-story office/condo building with Community Bank to the south retained.



Promote Additional Housing Opportunities
Student Housing at Hardy & 49

The University of Southern Mississippi's 14,850 students, of which only 3600 are accommodated in on-campus housing, with the remainder living off-campus either at home with their parents or in rental apartments miles away from campus, represent a major housing demand audience. Many students are seeking off-campus housing close to the campus - of which there is a limited supply, particularly within new apartment complexes.

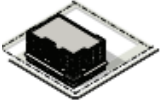
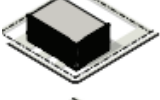
There is an opportunity, working with The University of Southern Mississippi, to tap into this large base of off-campus students. Creating a residential/retail/dining/entertainment development just steps from campus would not only be attractive to many of those commuting to campus today, but to future students who are looking for a university setting in proximity to an active "downtown."



Conceptual design of the subject site from Midtown in Motion.org

Sec. 3.2. Building Types Allowed by District

Building types are allowed by district as set forth below.

BUILDING TYPE	Mixed Use (MX-3, -4, -5)	Hardy Street Overlay (-HS)	Employment (EM-2, -3)	Employment (EM-4, -6, -9)	Residential Attached (RA-3)	Residential Detached (RD-2)
 Mixed Use Building	P	P				
 Shopfront Building	P	P				
 General Building	P	P	P	P		
 Civic Building	P	P	P	P	P	P
 Apartment Building	P		P			
 Apartment Court	P		P			
 Garden Apartment	P		P		P	
 Stacked Flat	P		P		P*	
 Townhouse	P		P		P	
 Cottage Court					P	P
 Detached House					P	P

Key: P = Permitted Blank Cell = Not Permitted

* In RA-3, a stacked flat is only allowed on a lot located at the intersection of two public streets.

Sec. 4.4. Permitted Use Table

Uses are allowed by district as set forth below.

	MX -3, -4, -5	EM -2, -3	EM -4, -6, -9	RA -3	RD -2	OS	Definition/ Use Standard
Residential Uses							
Dwelling, detached	X	X	X	P	P	X	Sec. 4.5.A.1
Dwelling, attached	P	P	X	P	X	X	Sec. 4.5.A.2
Dwelling, multi-family	P	P	X	P	X	X	Sec. 4.5.A.3
Assisted living facility, nursing home	P	P	P	X	X	X	Sec. 4.5.A.4
Bed and breakfast residence (up to 5 rooms)	P	P	X	P	PC	X	Sec. 4.5.A.5
Bed and breakfast inn (6 to 12 rooms)	P	P	P	PC	X	X	Sec. 4.5.A.6
Day care center	P	P	P	PC	X	X	Sec. 4.5.A.7
Independent living facility	P	P	P	X	X	X	Sec. 4.5.A.8
Retail Uses							
Amusement and recreation facilities, indoor	P	P	P	X	X	X	Sec. 4.5.B.1
Art gallery	P	P	P	L	X	X	Sec. 4.5.B.2
Bank	P	P	P	X	X	X	Sec. 4.5.B.3
Bar, lounge	P	X	X	X	X	X	Sec. 4.5.B.4
Personal service	P	X	X	L	X	X	Sec. 4.5.B.5
Professional studio, photography, drama, dance, gymnastics	P	X	X	X	X	X	Sec. 4.5.B.6
Repair service	P	X	X	L	X	X	Sec. 4.5.B.7
Restaurant	P	X	X	L	X	X	Sec. 4.5.B.8
Retail sales	P	X	X	L	X	X	Sec. 4.5.B.9
Commercial Uses							
Ambulance service	P	P	P	X	X	X	Sec. 4.5.C.1
Hotel, motel (13 or more rooms)	P	X	X	X	X	X	Sec. 4.5.C.2
Hospice	P	P	P	X	X	X	Sec. 4.5.C.3
Hospital	X	P	P	X	X	X	Sec. 4.5.C.4
Medical clinic, office	P	P	P	X	X	X	Sec. 4.5.C.5
Office	P	P	P	L	X	X	Sec. 4.5.C.6
Parking lot or garage	PC	PC	PC	X	X	X	Sec. 4.5.C.7
Veterinary clinic	L	L	L	X	X	X	Sec. 4.5.C.8

Key: P = Permitted by-right

PC = Planning Commission review required

L = Use permitted subject to use standards specified in cross-reference

X = Not permitted

Note: None of the above permitted uses include an "adult entertainment establishment" as defined in the Land Development Code.

	MX -3, -4, -5	EM -2, -3	EM -4, -6, -9	RA -3	RD -2	OS	Definition/ Use Standard
Civic Uses							
Amphitheater	X	X	X	X	X	P	Sec. 4.5.D.1
College, university	P	P	P	X	X	X	Sec. 4.5.D.2
Museum, library	P	P	P	X	X	X	Sec. 4.5.D.3
Park, playground	P	P	P	P	P	P	Sec. 4.5.D.4
Place of worship	P	P	P	PC	PC	X	Sec. 4.5.D.5
School, K-12	P	P	P	PC	PC	X	Sec. 4.5.D.6
Semi-public use	P	P	P	X	X	X	Sec. 4.5.D.7
Accessory Uses							
Drive-thru	PC	PC	PC	X	X	X	Sec. 4.5.E.1
Carriage house	X	X	X	P	P	X	Sec. 4.5.E.2
Home care center	P	P	P	P	P	X	Sec. 4.5.E.3
Home occupation	L	L	L	L	L	X	Sec. 4.5.E.4
Utility service	P	P	P	P	P	X	Sec. 4.5.E.5

Key: P = Permitted by-right
PC = Planning Commission review required
L = Use permitted subject to use standards specified in cross-reference
X = Not permitted

Note: None of the above permitted uses include an "adult entertainment establishment" as defined in the Land Development Code.

Legal Description(s)
(attached)

LINE	BEARING	DISTANCE
L1	N 88°47'13" W	10.00'
L2	N 44°23'23" E	14.40'
L3	S 00°24'02" W	10.50'
L4	N 88°47'13" W	140.00'
L5	N 00°14'47" E	5.00'
L6	S 88°47'13" E	134.01'
L7	N 00°24'02" E	71.50'
L8	S 88°55'03" E	16.00'
L9	S 00°24'02" W	66.04'

Legend

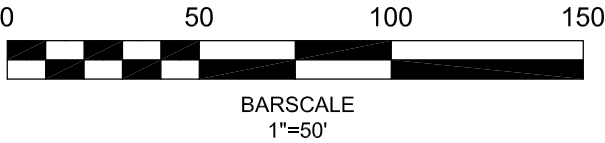
- Found Rebar
- Set #5 Rebar w/ Cap
- Temporary Construction Easement
- Property Line
- Original Lot Line
- Right-of-Way Line (Existing)
- Right-of-Way Line (Proposed)

ARLINGTON LOOP (50' Right-of-Way)

POINT OF BEGINNING
Temporary Construction Easement
Set #5 Rebar w/ cap
N:662703.34 E:827782.16

Tract I
(0.001 Acres±)
53 Sq.Ft.

POC/P.O.B.
Tract I
Found ½" pipe
SE corner of Lot 7,
Block 7, Monte Vista Terrace,
Forrest County, Mississippi
N:662703.13 E:827792.15
Scale Factor: 0.99997804
Convergence: -0° 15' 38"



General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Monte Vista Terrace Subdivision Plat

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022
Date: December 6, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

Legal Description Tract 1

A proposed tract of land containing 0.001 acres (53 square feet), more or less, situated in part of lots 6 & 7, Block 7 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997804, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Beginning point and being more particularly described as follows:

Beginning at a ½" pipe found located at the Southeast corner of said Lot 7, Block 7 having a MS State plane coordinate of N:662703.13 E:827792.15;

Thence along the South line of said Block 7, North 88 Degrees 47 Minutes 13 Seconds West 10.00 feet to a #5 rebar and cap set;

thence North 44 Degrees 23 Minutes 23 Seconds East 14.40 feet to a #5 rebar and cap set;

thence South 00 Degrees 24 Minutes 02 Seconds West 10.50 feet to the POINT OF BEGINNING

Legal Description Temporary Construction Easement:

A proposed Temporary Construction easement containing 0.04 acres (1842 square feet), more or less, situated in part of lots 6 & 7, Block 7 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997804, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described commencing point and being more particularly described as follows:

Commencing at a ½" pipe found located at the Southeast corner of said Lot 14, Block 7 having a MS State plane coordinate of N:662703.13 E:827792.15; thence along the South line of said Block 7, North 88 Degrees 47 Minutes 13 Seconds West 10.00 feet to a #5 rebar and cap set (N:662703.34 E827782.16), said point being the POINT OF BEGINNING;

Thence North 88 Degrees 47 Minutes 13 Seconds West 140.00 feet to a #5 rebar and cap set;

Thence North 00 Degrees 14 Minutes 47 Seconds East 5.00 feet to a #5 rebar and cap set;

Thence South 88 Degrees 47 Minutes 13 Seconds East 134.01 feet;

Thence North 00 Degrees 24 Minutes 02 Seconds East 71.50 feet;

Thence South 88 Degrees 55 Minutes 03 Seconds East 16.00 feet to a ½" pipe found;

Thence South 00 Degrees 24 Minutes 02 Seconds West 66.04 feet to a #5 rebar and cap set;

Thence South 44 Degrees 23 Minutes 23 Seconds West 14.40 feet to the POINT OF BEGINNING;



3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

Proposed Right-of-Way Take
for
Mary Barnett
part of Lots 6 & 7, Monte Vista Terrace
City of Hattiesburg, Forrest County, Mississippi
ppin 20852

DRAWING No.:NS16886_mid 28.dwg JOB No.:NS.16886.000

DRAWN BY: J. Byrd CHECKED BY: J. Black

SCALE: 1"=50' DATE: 12/1/2022 SHEET 1 of 1



1/16/2023 2:05 PM c:\p000\hattiesburg\16886_midtown_streetscape\16886_midtown_streetscape\16886_row.dwg

NOTICE TO DRAWING HOLDER
NEEL-SCHAFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	
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				SURVEYED BY: MAPTECH
				DSGN: MWE DATE: 09/2022
				DRWN: PAN DATE: 09/2022
				CHKD: DATE:
				QA/QC: DATE:

MIDTOWN STREETScape PROJECT

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



BARNETT PROPERTY

WORKING NUMBER:

DRAWING NUMBER:

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link FORREST COUNTY, MS

Current Date 6/ 9/2023

Tax Year 2022
 Records Last Updated 6/ 9/2023

PROPERTY DETAIL

OWNER BARNETT MARY A **ACRES : **NA****
 3001 W ARLINGTON LOOP **LAND VALUE : 21780**
IMPROVEMENTS : 86330
 HATTIESBURG MS 39401-0000 **TOTAL VALUE: 108110**
ASSESSED : 10811

PARCEL 2-028N-07-066.00

ADDRESS 3001 ARLINGTON LOOP

TAX INFORMATION

YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	196.83	196.83	0.00
CITY	159.66	159.66	0.00
SCHOOL	198.57	198.57	0.00
PENALTY & OTHER	4.17	4.17	0.00
TOTAL	559.23	559.23	0.00

LAST PAYMENT DATE 4 / 5 / 2023

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL S 1/2 LOT 6 & ALL 7 BLK 7
HOMESTEAD CODE O65	PREV #:H0584-07-004
TAX DISTRICT 1110	DB 727 PG 591 3/95
PPIN 020852	MONTE VISTA TERRACE
SECTION 07	
TOWNSHIP 04N	
RANGE 13W	

Book **Page**

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
NO TAX SALES FOUND		

[View Appraisal Record](#)
[Back](#)

[Forrest County Home](#) | [Online Property Tax Payments](#) | [Online Personal Property Tax Payments](#) | [Online Mobile Home Tax Payments](#) | [Online Car Tag Payments](#)
[Privacy Policy](#) | [Terms of Use](#) | [Contact Us](#) | [Help](#)

QUALIFICATIONS OF ZACHARY H. FAIRLEY

Professional Designations & Affiliations

- ◆ State Certified General Real Estate Appraiser in the State of Mississippi, #GA-1418

Related Job Experience

Zac Fairley Appraisals, LLC December 2019 – Present

Owner - Appraise all forms of real estate, including commercial, industrial, residential, multi-family, subdivision developments, right-of-way, partial interest, and timber land properties.

Collins and Null Appraisals, Inc. April 2007- October 2019

Real Estate Appraiser - Appraise all forms of real estate, including commercial, industrial, residential, rights-of-way, partial interest and timber land. Also includes preparation of documents for court proceedings, review of peer appraisals and expert witness testimony.

Academic Background

Petal High School- Petal, MS - (2003)

High School Diploma

Jones County Junior College - (2005)

Associate of Arts Degree in Business Administration

The University of Southern Mississippi - (2012)

Bachelor of Science in Business Administration (Real Estate, Finance)

Professional Education

Appraisal Principles Course (110) - Dallas, TX	Appraisal Institute	2012
Appraisal Procedures Course (120) - Dallas, TX	Appraisal Institute	2012
Standards of Professional Practice, USPAP - Dallas, TX	Appraisal Institute	2012
Business Practices & Ethics (MAB #49249) Online	Appraisal Institute	2013
General Site Valuation and Cost Approach - Houston, TX	Appraisal Institute	2013
Residential Market Analysis and Highest & Best Use (MAB #7325)	Appraisal Institute	2014
Residential Site Valuation and Cost Approach (MAB #49132)	Appraisal Institute	2014

Residential Sales Comparison and Income Approach	Appraisal Institute	2014
Residential Report Writing and Case Studies	Appraisal Institute	2014
Condemnation Appraising: Principles & Applications (MAB #49179)	Appraisal Institute	2015
USPAP Update (2016-2017)	Appraisal Institute	2016
105 The Uniform Act - Executive Summary	MDOT	2016
General Appraiser Sales Comparison Approach (MAB#49264)	Appraisal Institute	2017
Real Estate Finance, Statistics, and Valuation Modeling (MAB#49442)	Appraisal Institute	2018
USPAP Update (2018-2019)	Appraisal Institute	2018
General Appraiser Income Approach, Part 1 (MAB#49573)	Appraisal Institute	2018
General Appraiser Income Approach, Part 2 (MAB#49342)	Appraisal Institute	2019
General Appraiser Market Analysis & Highest and Best Use (MAB#49647)	Appraisal Institute	2020
Valuation Impacts from Covid-19	Appraisal Institute	2020
General Appraiser Report Writing & Case Studies (MAB#49729)	Appraisal Institute	2020
Advanced Income Capitalization (MAB#49604)	Appraisal Institute	2020
2020-2021 15-Hour Equivalent USPAP (MAB#50212)	Appraisal Institute	2021
2022-2023 7-Hour USPAP Update (MAB#50355)	McKissock	2022

State of Mississippi
MISSISSIPPI REAL ESTATE APPRAISER LICENSING
AND CERTIFICATION BOARD

LICENSE # GA-1418

STATUS: ACTIVE

ZACHARY HUNTER FAIRLEY

HAS BEEN GRANTED A LICENSE AS A
STATE CERTIFIED GENERAL APPRAISER

Effective Date:
05/25/2022



Expiration Date:
05/31/2024

SIGNATURE OF LICENSEE

Robert E. Praytor, Administrator



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Deputy Director
cc:
Date: Tuesday, June 20, 2023
Re: Adopt a Resolution declaring a portion of property identified as Forrest County Parcel PPIN 20853 necessary for public use, establishing just compensation and authorizing the Mayor to make a fair market value offer to Luther Andrew Dews, Sr., Trustee of the L. Andrew Dews Revocable Trust and issue manual check.
File Number: 2023-416
Minute Book #

Summary

Adopt resolution declaring a portion of property identified as Forrest County Parcel PPIN 20853 necessary for public use, approving the appraisal, establishing just compensation and authorizing the mayor to make a fair market value offer to Luther Andrew Dews, Sr., Trustee of the L. Andrew Dews Revocable Trust U/A 7/21/21 and any and all interest holders in said property, and to acquire rights to the property from all interest holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended

Recommendation Statement

I recommend approval of this item.

Please place this on the June 20, 2023 City Council meeting for consideration.

Items for City of Hattiesburg Agenda:

Adopt resolution declaring a portion of property identified as Forrest County Parcel PPIN 20853 necessary for public use, establishing just compensation and authorizing the mayor to make a fair market value offer to Luther Andrew Dews, Sr., Trustee of the L. Andrew Dews Revocable Trust U/A 7/21/21 and any and all interest holders in said property, and to acquire rights to the property from all interest holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended

RESOLUTION

WHEREAS, upon careful consideration, the City of Hattiesburg, Mississippi, (hereinafter “City”), acting by and through the City Council, has determined it to be in the best interests of the citizens of the City to construct improvements in Midtown Hattiesburg, including on and adjacent to Arlington Loop, 30th Avenue and 31st Ave, located within the City limits; and

WHEREAS, to accomplish this project, the City finds it necessary to acquire for public use all or part of certain property belonging to the following landowners or their successors in title and/or other parties interested in said property which is more particularly described as Forrest County PPIN 20853 and in the construction plans for the project, which plans are made a part hereof by reference; and

WHEREAS, an appraisal of the subject property was conducted by Zac Fairley Appraisals & Consulting, a licensed real estate appraiser, on May 24, 2023, showing the fair market value of the interests to be acquired to be \$116,180, said appraisal being attached hereto as Exhibit “A”; and

**Forrest County Parcels PPIN 20853
L. Andrew Dews Revocable Trust**

NOW, THEREFORE, LET IT BE KNOWN THAT the appraisal by Zac Fairley Appraisals & Consulting, a licensed real estate appraiser, on May 24, 2023, of said property is approved, and the appraised value of \$116,180 for the interests to be acquired is acknowledged to be just compensation for said parcel, and the Mayor or his representative is authorized to make a Fair Market Value offer to the owner(s) of said parcel, and, if accepted, the Mayor is authorized to execute any and all documents required to complete said transaction, including the issuance of a manual check in payment.

The above and foregoing Resolution, having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and adopted by the following vote:

YEAS: NAYS: ABSENT:

The President thereby declared the motion carried and the Resolution adopted this the
__ Day of June, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the
Mayor, this the __ Day of June, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Line Table

LINE	BEARING	DISTANCE
L1	S 89°24'28" E	10.00'
L2	S 00°05'31" E	169.90'
L3	S 88°47'13" E	140.76'
L4	S 00°14'47" W	5.00'
L5	N 88°47'13" W	150.73'
L6	N 00°05'31" W	174.79'
L7	S 89°24'28" E	5.00'
L8	S 00°05'31" E	20.00'
L9	S 89°24'28" E	16.00'
L10	S 00°05'31" E	137.16'
L11	S 47°29'11" E	12.24'
L12	S 88°50'45" E	110.77'
L13	S 00°14'47" W	5.00'
L14	N 88°47'13" W	140.76'
L15	N 00°05'31" W	169.90'

Legend

- Found Rebar
- Set #5 Rebar w/ Cap
- Temporary Construction Easement
- Property Line
- Original Lot Line
- Right-of-Way Line (Existing)
- Right-of-Way Line (Proposed)

ARLINGTON LOOP (50' Right-of-Way)

Legal Description Tract 1

A proposed tract of land containing 0.056 acres (2,452 square feet), more or less, situated in part of lots 8,9,10 & 11, Block 7 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997814, a convergence angle of -0 degrees 15 minutes 39 seconds developed at the below described commencing point and being more particularly described as follows:

Commencing at a found rebar located at the Northwest corner of said Lot 14, Block 7 having a MS State plane coordinate of N:663065.12 E:827492.96; thence along the West line of said Block 7, South 0 degrees 33 minutes 17 Seconds West 180.84 feet to a #4 rebar with plastic cap stamped COA#116, (N:662884.29,E:827491.21) marking the Northwest Corner of Lot 11 of said Block 7; said point also being hereinafter referred to as the POINT OF BEGINNING;

Thence South 89 Degrees 24 Minutes 28 Seconds East 10.00 feet to a #5 rebar and cap set;

Thence South 00 Degrees 05 Minutes 31 Seconds East 169.90 feet to a #5 rebar and cap set;

Thence South 88 Degrees 47 Minutes 13 Seconds East 140.76 feet to a #5 rebar and cap set;

Thence South 00 Degrees 14 Minutes 47 Seconds West 5.00 feet to a #5 rebar and cap set;

Thence North 88 Degrees 47 Minutes 13 Seconds West 150.73 feet to a #5 rebar and cap set;

Thence North 00 Degrees 05 Minutes 31 Seconds West 174.79 feet to the POINT OF BEGINNING.

Legal Description - Temporary Construction Easement

A proposed Temporary Construction Easement containing 0.09 (3,878 square feet), more or less, situated in part of lots 8,9,10 & 11, Block 7 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997814, a convergence angle of -0 degrees 15 minutes 39 seconds developed at the below described commencing point and being more particularly described as follows:

Commencing at a found rebar located at the Northwest corner of said Lot 14, Block 7 having a MS State plane coordinate of N:663065.12 E:827492.96; thence along the West line of said Block 7, South 0 degrees 33 minutes 17 Seconds West 180.84 feet to a #4 rebar with plastic cap stamped COA#116, (N:662884.29,E:827491.21) marking the Northwest Corner of Lot 11 of said Block 7; Thence South 89 degrees 24 minutes 28 Seconds East 10.0 feet to the POINT OF BEGINNING;

Thence South 89 Degrees 24 Minutes 28 Seconds East 5.00 feet;

Thence South 00 Degrees 05 Minutes 31 Seconds East 20.00 feet;

Thence North 89 Degrees 24 Minutes 28 Seconds East 16.00 feet;

Thence South 00 Degrees 05 Minutes 31 Seconds East 137.16 feet;

Thence South 47 Degrees 29 Minutes 11 Seconds East 12.24 feet;

Thence South 88 Degrees 50 Minutes 45 Seconds East 110.77 feet;

Thence South 00 Degrees 14 Minutes 47 Seconds West 5.00 feet to a #5 rebar and cap set;

Thence North 88 Degrees 47 Minutes 13 Seconds West 140.76 feet to a #5 rebar and cap set;

Thence North 00 Degrees 05 Minutes 31 Seconds West 169.90 feet to the POINT OF BEGINNING.

POINT OF BEGINNING

Found Rebar
marked COA#116
N:662884.29 E:827491.21

SOUTH 31ST AVE (50' Right-of-Way)

Tract I
(0.056 Acres±)
2,452 Sq.Ft.

Existing Right-of-Way

POINT OF COMMENCEMENT

Tract I

Found Rebar at the Northwest corner of Lot 14,
Block 7, Monte Vista Terrace , Forrest County, Mississippi
N:663065.12 E:827492.96
Scale Factor: 0.999978147
Convergence: -0° 15' 39"

POINT OF BEGINNING

Temporary Construction Easement

Set #5 Rebar w/ cap
N:662884.18 E:827501.21

DEWS LUTHER ANDREW SR.
Lot 8, 9, 10, & Part of 11, Block 7
MONTE VISTA TERRACE

Temporary Construction
Easement
(0.09 Acres±)
3,878 Sq.Ft.

Set #5 Rebar

Set #5 Rebar

Revised: 02/08/2023 - ROW Updates



BARSCALE
1"=50'

General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Monte Vista Terrace Subdivision Plat

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022
Date: December 6, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

MAPTECH, INC.
Surveying Mapping Remote Sensing

3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

Proposed Right-of-Way Take

for

Dews Luther Andrew Sr.

Lots 8,9,10 & and part of 11, Monte Vista Terrace

City of Hattiesburg, Forrest County, Mississippi

ppin 20853

DRAWING No.:NS16886_MV6.dwg		JOB No.:NS.16886.000	
DRAWN BY: J. Byrd		CHECKED BY: J. Black	
SCALE: 1"=50'	DATE: 12/1/2022	SHEET 1 of 1	

Establishment of Just Compensation Offer

The property that is the subject of this offer of just compensation is as follows:

Owner: Luther Andrew Dews, Sr., Trustee of L. Andrew Dews Rev. Trust UA 7/21/21
PPIN: 20853 (the area(s) to be acquired as shown on Exhibit A)
Project No: DECD-0018(36)BO
County: Forrest

Under the authority conveyed to me by the Hattiesburg City Council, and based on the recommended appraisal for the above-named property, which is inclusive of all compensable interests, I, *Toby Barker*, Mayor of the city of Hattiesburg, do hereby establish the City of Hattiesburg's offer of what is believed to be just compensation for the acquisition of the real property rights specified in Exhibit A hereto, in the amount of \$116,180.

Signed_____ Date_____

NOTICE

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests/owners.

Line Table

LINE	BEARING	DISTANCE
1	S 89° 42' 36" E	10.00
2	S 89° 42' 36" E	10.00
3	S 89° 42' 36" E	10.00
4	S 89° 42' 36" E	10.00
5	S 89° 42' 36" E	10.00
6	S 89° 42' 36" E	10.00
7	S 89° 42' 36" E	10.00
8	S 89° 42' 36" E	10.00
9	S 89° 42' 36" E	10.00
10	S 89° 42' 36" E	10.00
11	S 89° 42' 36" E	10.00
12	S 89° 42' 36" E	10.00
13	S 89° 42' 36" E	10.00
14	S 89° 42' 36" E	10.00
15	S 89° 42' 36" E	10.00
16	S 89° 42' 36" E	10.00
17	S 89° 42' 36" E	10.00
18	S 89° 42' 36" E	10.00
19	S 89° 42' 36" E	10.00
20	S 89° 42' 36" E	10.00
21	S 89° 42' 36" E	10.00
22	S 89° 42' 36" E	10.00
23	S 89° 42' 36" E	10.00
24	S 89° 42' 36" E	10.00
25	S 89° 42' 36" E	10.00
26	S 89° 42' 36" E	10.00
27	S 89° 42' 36" E	10.00
28	S 89° 42' 36" E	10.00
29	S 89° 42' 36" E	10.00
30	S 89° 42' 36" E	10.00
31	S 89° 42' 36" E	10.00
32	S 89° 42' 36" E	10.00
33	S 89° 42' 36" E	10.00
34	S 89° 42' 36" E	10.00
35	S 89° 42' 36" E	10.00
36	S 89° 42' 36" E	10.00
37	S 89° 42' 36" E	10.00
38	S 89° 42' 36" E	10.00
39	S 89° 42' 36" E	10.00
40	S 89° 42' 36" E	10.00
41	S 89° 42' 36" E	10.00
42	S 89° 42' 36" E	10.00
43	S 89° 42' 36" E	10.00
44	S 89° 42' 36" E	10.00
45	S 89° 42' 36" E	10.00
46	S 89° 42' 36" E	10.00
47	S 89° 42' 36" E	10.00
48	S 89° 42' 36" E	10.00
49	S 89° 42' 36" E	10.00
50	S 89° 42' 36" E	10.00
51	S 89° 42' 36" E	10.00
52	S 89° 42' 36" E	10.00
53	S 89° 42' 36" E	10.00
54	S 89° 42' 36" E	10.00
55	S 89° 42' 36" E	10.00
56	S 89° 42' 36" E	10.00
57	S 89° 42' 36" E	10.00
58	S 89° 42' 36" E	10.00
59	S 89° 42' 36" E	10.00
60	S 89° 42' 36" E	10.00
61	S 89° 42' 36" E	10.00
62	S 89° 42' 36" E	10.00
63	S 89° 42' 36" E	10.00
64	S 89° 42' 36" E	10.00
65	S 89° 42' 36" E	10.00
66	S 89° 42' 36" E	10.00
67	S 89° 42' 36" E	10.00
68	S 89° 42' 36" E	10.00
69	S 89° 42' 36" E	10.00
70	S 89° 42' 36" E	10.00
71	S 89° 42' 36" E	10.00
72	S 89° 42' 36" E	10.00
73	S 89° 42' 36" E	10.00
74	S 89° 42' 36" E	10.00
75	S 89° 42' 36" E	10.00
76	S 89° 42' 36" E	10.00
77	S 89° 42' 36" E	10.00
78	S 89° 42' 36" E	10.00
79	S 89° 42' 36" E	10.00
80	S 89° 42' 36" E	10.00
81	S 89° 42' 36" E	10.00
82	S 89° 42' 36" E	10.00
83	S 89° 42' 36" E	10.00
84	S 89° 42' 36" E	10.00
85	S 89° 42' 36" E	10.00
86	S 89° 42' 36" E	10.00
87	S 89° 42' 36" E	10.00
88	S 89° 42' 36" E	10.00
89	S 89° 42' 36" E	10.00
90	S 89° 42' 36" E	10.00
91	S 89° 42' 36" E	10.00
92	S 89° 42' 36" E	10.00
93	S 89° 42' 36" E	10.00
94	S 89° 42' 36" E	10.00
95	S 89° 42' 36" E	10.00
96	S 89° 42' 36" E	10.00
97	S 89° 42' 36" E	10.00
98	S 89° 42' 36" E	10.00
99	S 89° 42' 36" E	10.00
100	S 89° 42' 36" E	10.00

Legend

- Found Rebar
- Set #5 Rebar w/ Cap
- Temporary Construction Easement
- Property Line
- Original Lot Line
- Right-of-Way Line (Existing)
- Right-of-Way Line (Proposed)

POINT OF BEGINNING

POINT OF COMMENCEMENT

Tract 1

Found Rebar at the Northwest corner of Lot 14, Block 7, Monte Vista Terrace, Forrest County



FAIR MARKET VALUE OFFER

Owner: Luther Andrew Dews, Sr., Trustee of L. Andrew Dews Rev. Trust UA 7/21/21

PPIN: 20853

Project No: DECD-0018(36)BO

City/County: Hattiesburg / Forrest

It is necessary that the City of Hattiesburg acquire from you, Luther Andrew Dews, Sr., Trustee of L. Andrew Dews Rev. Trust UA 7/21/21, certain property necessary for the construction of this project.

The identification of the real property and the particular interests being acquired are indicated on the attached instrument.

The value of the real property interests being acquired is based on the fair market value of the property and is not less than the approved appraised value/waiver valuation, disregarding any decrease or increase in the fair market value caused by the project.

This fair market value offer includes all damages and is based on our approved Appraisal Valuation in the amount of \$116,180.

Land Value:	\$46,880
Improvements:	\$42,600
Damages/Cost to Cure:	\$26,700
Total Fair Market Value Offer	\$116,180

This Appraisal Valuation was made based upon recent market data in this area.

This acquisition does not include oil, gas, or mineral rights, but includes all other interests.

Unless noted otherwise, this acquisition does not include any items which are considered personal property under Mississippi State Law. Examples of such items are household and office furniture and appliances, machinery, business and farm inventory, etc.

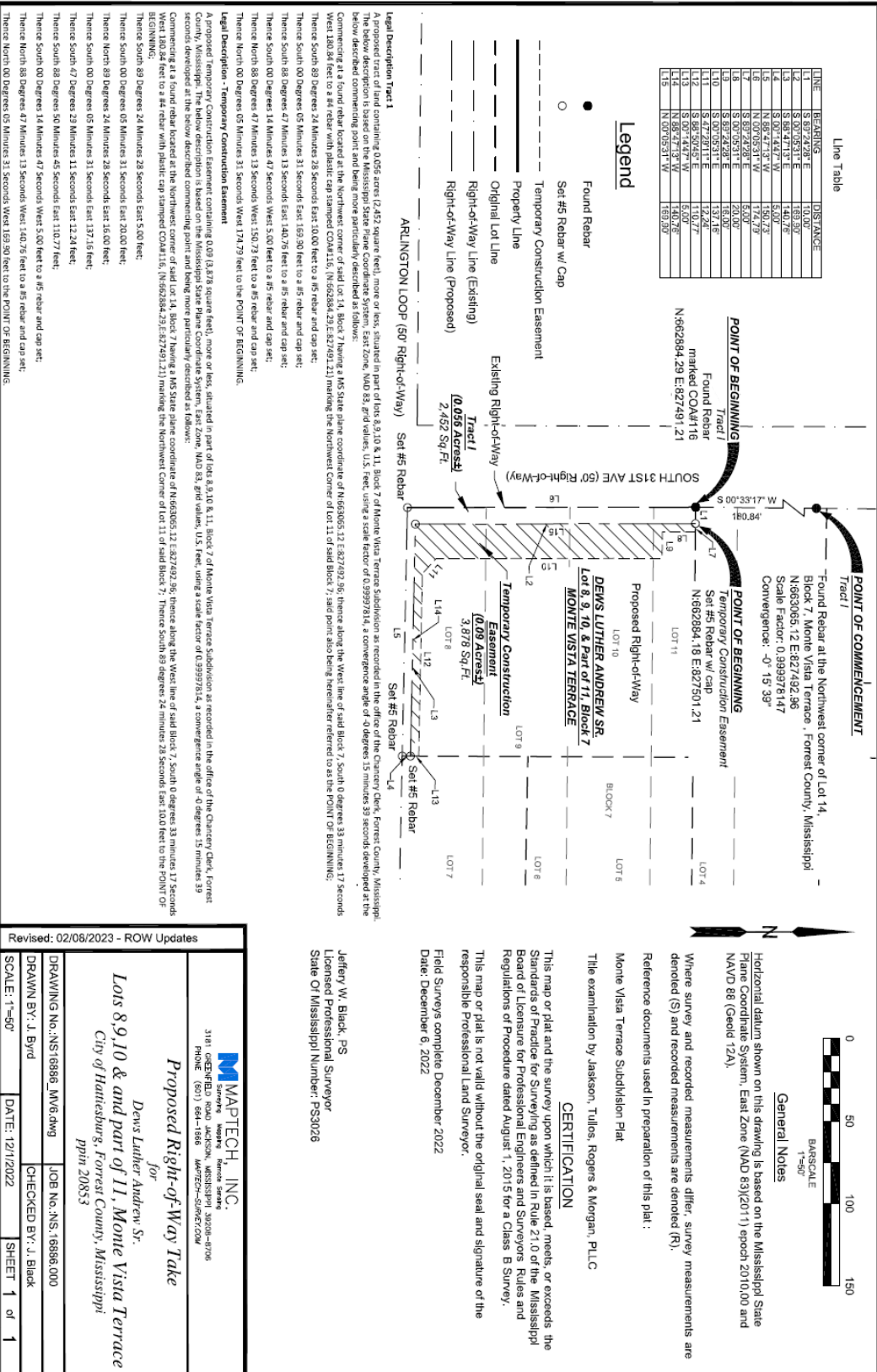
The real property improvements being acquired are further described in Exhibit A.

Under the authority conveyed to me by resolution of the Hattiesburg City Council, and based on the recommended appraisal for the above-described property, which is inclusive of all compensable interests, including leasehold interests, I, do hereby make the City of Hattiesburg's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of \$116,180.

If this offer is accepted, you will execute a warranty deed, and any leasehold interests will also be required to execute a quit claim deed. If you have a mortgage in place, a partial release of the acquired property from the mortgage may have to be secured from your lender and/or your lender may be made a payee on the check for payment. You will also be required to provide a duly executed W-9 form for tax reporting, and you may be required to execute a closing statement and other ancillary documents when funds are exchanged.

Signed _____ Date _____

Exhibit A



APPRAISAL REPORT

Parcel Number(s) (PPIN No. 20853)
Owner Luther Andrew Dews, Sr.
Occupied / Leased Occupied
County Forrest
Project Description Midtown Streetscape Project
Effective Date of the Appraisal 05/24/2023
Report Date 06/02/2023
Report Requested for Original Appraisal

Prepared For



The City of Hattiesburg
c/o Ann Jones, Chief Administrative Officer
P.O. Box 1898
Hattiesburg, MS 39403

This Appraisal Report Was Prepared By



ZAC FAIRLEY APPRAISALS & CONSULTING

601-466-2750 ZFAPPRaiser@GMAIL.COM

Possession of this report does not carry or imply a right of use and/or publication. This real property appraisal report is the property of the City of Hattiesburg and may not be utilized or cited in whole or in part without the express written consent of an authorized agent or official of the City of Hattiesburg.

Table of Contents

Appraisal Report	2
Property Owner Contact Record	2
Summary of Facts and Findings	3
Certificate of Appraiser	4
Appraisal Scope of the Work	5
Identification of Client and Intended Users	5
Intended Use of the Appraisal Report	5
Purpose of the Appraisal	5
Parameters of Data Search	5
Extent of Property Inspection	5
Valuation Process	6
Property Rights Appraised	6
Fair Market Value Defined	6
Assumptions and Limiting Conditions	7
Extraordinary Assumptions and Hypothetical Conditions	8
Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)	9
Area & Neighborhood Data	11
Site Description	12
Whole Tract and Larger Parcel Declaration	17
Highest and Best Use Analysis	20
Ownership History and Tax Information	22
Approaches to Value	23
Sales Comparison Approach – (Land) – Before Value	25
Explanation of Adjustment-(Land)	27
Final Reconciliation of Value	30
Addenda	1
Terms and Definitions	1
Legal Description(s)	11

Appraisal Report

Parcel No. (PPIN No. 20853)
County Forrest
Owner(s): Luther Andrew Dews, Sr.
Phone: 601-270-6779
Project No. (new) Midtown Streetscape Project
Address: 3011 Arlington Loop
Hattiesburg, MS 39401

Estate Appraised: ☒ Fee Area of Whole Tract 27,115 Sq. Ft. or 0.6225 Acres
☒ Easement Area of Remaining Tract 24,663 Sq. Ft. or 0.5665 Acres
☐ Other Area to be Acquired 2,452 Sq. Ft. or 0.056 Acres

Parcel	Parcel	Permanent Easement	Temporary Easement
6	2-028N-07-067.00	0.056 Ac or 2,452 SF	0.09 Ac or 3,878 SF
	TOTALS	0.056 Ac or 2,452 SF	0.09 Ac or 3,878 SF

Within the scope of the assignment and consistent with USPAP Standard Rules 1 and 2-2, the following analyses, opinions and conclusions have been developed and are reported in this **Appraisal Report**.

Property Owner Contact Record

Subject Property Inspection Dates: May 26th, 2023

The property owner or their designated representative **was** offered an opportunity to accompany the appraiser performing this appraisal during the appraisal inspection of the property. A Right of Way Acquisition Guide was given **to the property representative** on May 26th, 2023.

Contact Comments
A State Aid Right of Way Acquisition Guide and plats of the property were given to the property owner, on May 26 th , 2023 during the site visit. During this meeting, we discussed the project in general, as well as the landscaping and easement areas. Mr. Dews stated the property expressed the concern of the proximity from the proposed acquisition areas to the residence. He was also concerned about backing into the right-of-way with the steady traffic flow. In addition, he stated that he owns the adjacent property at 309 S. 30 th Avenue and that his daughter occupies the residence. Mr. Dews was cordial and was welcoming of the sidewalk improvements.
Is the Property being Leased or Rented? ☐ Yes ☒ No
Lessor:
Lessee:
Terms of Lease:

Date 06/02/2023

Appraiser (sig.)



(name)
(License)

Zachary Fairley
State Certified General Real Estate Appraiser, GA-1418

Summary of Facts and Findings

Project No. Midtown Streetscape Project	Parcel No. (PPIN No. 20853)
Property Owner: Andrew Dews, Sr. Address: 3011 Arlington, Hattiesburg, MS 39401 Phone: Error! Reference source not found. 601-270-6779	

Identification of the Property Appraised:	<i>Brief description of property identification, such as Section, Township, Range, Lot and Block, Street Address, etc.</i>
The subject property is estimated to be +/- 27,115 square feet of land located along the north side of Arlington Loop and east of South 31 st Avenue. The property is identified as: Lots 8, 9, 10 & part of Lot 11, of the Monte Vista Terrace Subdivision, in the City of Hattiesburg, Forrest County, Mississippi.	

Estate Appraised:	<i>(Fee, Easement, Other)</i>
Fee Simple- Easement	

Size of the Whole Tract (Before):	27,115 Sq. Ft.
Size of the Remaining Parcel (After):	24,663 Sq. Ft.
Size of the Area to be Acquired:	2,452 Sq. Ft. – Permanent Acquisiiton 3,878 Sq. Ft. – Temporary Easement

Highest and Best Use Before (Whole Tract):	Commercial or Retail Development
Highest and Best Use After (Whole Tract):	Commercial or Retail Development

Unit Value of the Land (Before)	\$15.00/Sq. Ft.
Unit Value of the Land (After)	\$15.00/Sq. Ft.

Improvements:	<i>(Briefly describe the improvements, such as, single family house, shed, barn, etc.)(List any personal property not covered in the appraisal report.)</i>
The property is improved with a single-family residence occupied by the property owner. The residence is located on the southern portion of the property at the intersection of South 31 st Avenue and Arlington Loop. In the before condition, the right-of-way is 23' from the carport and 68' from the front of the residence. In the after condition, the right-of-way will move within 18' from the carport and 52' from the front of the residence. A circular drive will be installed connecting to the existing drive and South 31 st Avenue.	

Total Before Value:	\$449,325
Total After Value:	\$333,145
Just Compensation:	\$116,180

Effective Date of the Appraisal:	05/24/23
Date of Report:	06/02/23

Certificate of Appraiser

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct; The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and legal instructions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions;

I have no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved;

Neither my engagement or my compensation for completing this appraisal assignment was contingent upon my developing or reporting a predetermined result, predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;

The real property appraisal documented in this appraisal report was completed in accordance with the Laws of the State of Mississippi, the real property appraisal documented in this appraisal report was completed in conformity with the standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP).

This appraisal conforms with the appropriate State laws, regulations, policies, and procedures applicable to the appraisal of rights of way for highway purposes;

Unless expressly stated otherwise in this report, I made a personal inspection of the property appraised and the property owner, or his/her designated representative, was given the opportunity to accompany me on the inspection;

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property;

Unless expressly stated otherwise in this report, no one provided significant professional assistance to me in the performance of this appraisal;

I have not performed any services regarding the subject property by the appraiser within the three (3) year period immediately preceding acceptance of the assignment, as an appraiser or any other capacity; If applicable:

I have not revealed the findings and results of this appraisal report to anyone other than the proper officials of the City of Hattiesburg, and I will not do so until authorized by the property authorities or until required by law.

Based upon my independent appraisal and the exercise of my professional judgment, it is my opinion that the valuation of the subject property is as follows:

Fair Market Value of the Whole Tract (as defined in this report)	Before	\$449,325
Fair Market Value of the Remainder Property	After	\$333,145
The difference between the Fair Market Value of the whole tract and the remainder is		\$116,180

as of 05/24/23, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Date 6/02/2023

Appraiser (sig.)



(name)
(License)

Zachary H. Fairley
State Certified General Real Estate Appraiser, GA-1418

Parcel No. Parcel 6

Project No. Midtown Streetscape Project

Unimproved Property Appraisal Report (Revised: 2014)

Page 4

Appraisal Scope of the Work

Identification of Client and Intended Users

The City of Hattiesburg requested appraisal of the property described in this report. The intended user of this appraisal report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein.

Intended Use of the Appraisal Report

The facts, analyses, opinions, and conclusions contained in this appraisal report establish an estimate of just compensation, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation in this appraisal report includes the fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi, and, upon determination by appraisal review that this appraisal report complies with all applicable standards and requirements, serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the “real property” described herein.

Purpose of the Appraisal

The purpose of the appraisal is to render an opinion as to the Fair Market Value of specified real property as of the stated date and, through application of the Before and After Rule as prescribed under the laws of the State of Mississippi, the valuation of the remainder of specified real property. The difference between these two valuations is the value being sought by the client and is reported to the client as the “opinion of just compensation”.

Parameters of Data Search

The scope of the assignment is to collect and verify as completely as possible, comparable sales, and rentals, if applicable, from within the subject area, or other areas that, in the opinion of the appraiser, are reasonably comparable to the subject area, so that a value conclusion may be derived.

Sources of the data, utilized for this appraisal, include county deed records, real estate brokers, real estate appraisers, and other individuals knowledgeable in the local real estate market and, as applicable and appropriate, other individuals knowledgeable in specific types of property. One or more of the principals involved in the transactions, grantor, grantee, attorney, financier, broker of the transaction, or their representatives, have verified the market sales used in this report. Mississippi is a non-disclosure State. Other than the recordation of a deed, there is no legal requirement for grantors, grantees, or other parties to a transaction, to disclose any information relative to the transfer of real property. Since there is no legal requirement for the deed to include the transaction price when it is recorded, it is possible that there are transactions for which purchase price data could not be obtained.

Extent of Property Inspection

Per the **USPAP Scope of Work Rule**, “*The report must contain sufficient information to allow intended users to understand the scope of work performed*”. The extent of the subject property inspection, including interior and exterior areas, is required content of the appraisal report per the USPAP scope of work rule and per guidance from the FHWA regarding requirements for scope of work. The “extent of the inspection process” includes, but is not limited to: a declaration as to the part or parts of the property that were actually viewed or not viewed during the inspection; for structures and other improvements, whether such items were physically measured by the appraiser, whether interior and/or exterior inspection was performed for each item, and a declaration regarding the level of detail associated with the inspection of tangible property. The following is a description of the extent of the inspection performed on the subject property for this appraisal assignment

The property was inspected on May 24, 2023 by Zachary Fairley (GA-1418). This inspection involved an inspection of the acquisition areas and temporary easements. There are site improvements located in the proposed acquisition and easement areas including fencing, landscaping and concrete driveways. Photographs were documented from the site visit.

Valuation Process

The data obtained is to be analyzed, when appropriate, via the Cost, Income, and Sales Comparison Approaches to Value, with appropriate support for any adjustments made and the value conclusions. The values derived via these three approaches, if applied, are then reconciled into final opinions of value for the subject property for both the before condition and after condition, respectively. The just compensation opinion thus derived by this process encompasses the value of the partial acquisition, improvements within the acquisition, damages to the remainder (if any), including any curative costs impacted by the acquisition in accordance with the Uniform Act and the Laws of the State of Mississippi.

Property Rights Appraised

The property rights appraised in this report consist of fee simple, and, as applicable and appropriate, easement, leased fee, and leasehold interest(s).

“Fee Simple Estate” is defined by *The Dictionary of Real Estate Appraisal*, 4th Edition, copyright 2002, page 113, by the American Institute of Real Estate Appraisers as being:

“Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.”

“Easement” is defined in *The Dictionary of Real Estate Appraisal*, copyright 2002, 4th Edition, page 90, by the American Institute of Real Estate Appraisers as being:

“An interest in real property that conveys use, but not ownership, of a portion of an owner’s property.”

“Leased Fee Interest” is defined in *The Dictionary of Real Estate Appraisal*, copyright 2002, 4th Edition, page 161, by the American Institute of Real Estate Appraisers as being:

“An ownership interest held by a landlord with the right of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the lessee are specified by contract terms contained within the lease”.

“Leasehold Interest” is defined in *The Dictionary of Real Estate Appraisal*, copyright 2002, 4th Edition, page 162, by the American Institute of Real Estate Appraisers as being:

“The interest held by the lessee (the tenant or renter) through a lease transferring the rights of use and occupancy for a stated term under certain conditions”.

Property Estate(s) Appraised:	<i>List and describe, if necessary, the property right(s) appraised (i.e., fee simple, easement, other)</i>
Fee Simple, Easement	

Fair Market Value Defined

Fair Market Value is value in exchange. It is “the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress”. (See the *Terms and Definitions* section of this report for the source of this definition)

Assumptions and Limiting Conditions

This appraisal is subject to the following underlying assumptions and limiting conditions:

The appraiser(s) certifies that to the best of his or her knowledge and belief, the statements contained in this appraisal report, subject to the limiting conditions set forth below are correct.

This appraisal is of the property described in this report.

The appraiser(s) has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader in visualizing the property.

Certain information in this report was obtained from and/or furnished by sources believed to be reliable; however, the absolute accuracy of information is not guaranteed. If relevant information or errors come to the attention of the appraiser, the appraiser reserves the right to change, alter, revise, or void the opinions contained in this report in part or in their entirety.

Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg. This report is to be used in its entirety. The appraiser is not responsible if any part of this report is used to the exclusion of the remainder.

We are not familiar with any engineering studies made to determine the bearing capacity of the land or that indicate any mineral contents of a significant nature.

The appraiser(s) has no knowledge of the existence of hazardous materials on the property unless otherwise stated in this report. The appraiser, however, is not qualified to detect such substances. The presence of any such substances, which may be potentially hazardous materials, may affect the value of the property. However, as directed by the client, the City of Hattiesburg, this value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value.

To the best of our knowledge no portion of the value assigned to the subject property is for items, which are non-compensable according established laws.

This property has been appraised as though free of all liens, unless otherwise stated herein. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered herewith. Good title is assumed.

Certain background and other relevant information applicable to the appraisal of this property and for this appraisal report is given in the project data brochure, which is incorporated herein by reference.

This appraisal was performed within requirements of regulation, law, and supplemental appraisal standards that are applicable to appraisals performed for governmental acquisitions and thus, certain valuation opinions and conclusions stated in this appraisal report are affected by these requirements. Applicable Mississippi Law is found at Mississippi Code Section 65, Section 43, Section 11, and also found in certain published decisions of the Mississippi Supreme Court as they pertain to property acquisition by Eminent Domain.

The reported value estimate assumed no impact on value because of "Section 404 wetlands", as defined by the U. S. Army Corps of Engineers. The client is urged to seek advice of an expert to determine any potential impact on wetlands on the property.

There are no additional assumptions and limiting conditions applicable to this appraisal.
The parent tract was estimated to be +/- 27,115 square feet. This should be considered an exact acreage, as a survey was provided. The acquisition areas are exact measurements provided from the project engineer.
The appraiser reserves the right to alter his opinion of value following the submission of a total survey or acreage clarification

Extraordinary Assumptions and Hypothetical Conditions

Standard Rule 1-2(g) and (h) and Standard Rule 2-2 (a)(viii) and (b)(viii) of the *Uniform Standards of Professional Appraisal Practice* require the appraiser to identify and state all extraordinary assumptions and hypothetical conditions when developing and reporting an appraisal.

USPAP defines extraordinary assumption as “an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser’s opinions or conclusions. “ An extraordinary assumption presumes as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

USPAP defines hypothetical condition as “that which is contrary to what exists but is supposed for the purpose of analysis.” A hypothetical condition assumes conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

An appraiser cannot make an assumption or accept an instruction that is unreasonable or misleading, nor can an appraiser make an assumption that corrupts the validity of the value estimate. Written legal instructions that have proper foundation must be accepted and must be included in the appraisal report.

Following, if applicable, are all extraordinary assumptions and/or hypothetical conditions that affected the analyses, opinions, and conclusions of this report which are explained in the scope of work:

Following, if applicable, are appraiser instructions that affected the analyses, opinions, and conclusions of this report:

If applicable there are no temporary easement assumptions.

Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)

If professional assistance was provided to the appraiser the name of the individual(s) providing such assistance must be stated below. This includes both professional appraisal assistance and providers of subsidiary assistance, e.g., appraisers, registered foresters, architects, attorneys, planning and permitting consultants, engineers, cost estimators, marketing consultants, etc., etc.

If applicable, the following is a description of any necessary or appropriate steps that were performed in the completion of this appraisal assignment that were not previously noted in the scope of work, including a list of the individual(s) providing professional assistance and the type and extent of assistance provided.

A plat of the proposed acquisition area was provided by Maptech, Inc.. I have relied on the acreage from the plat to determine the size of the proposed acquisition and easement areas.

Declaration of Jurisdictional Exception to the Uniform Standards of Professional Appraisal Practice

In conformity with the requirements of USPAP Standard Rule 2-1(a, b, & c), this section of the appraisal report references those specific laws and regulations that prescribe methods and procedures of appraisal and appraisal reporting contrary to that required by USPAP. Application of the Jurisdictional Exception Rule of the USPAP is hereby declared.

Linking Estimate of Value to Specific Exposure Time –

USPAP Standards Rules 2-2(a)(v) & 2-2(b)(v) and clarifying comments contained in SMT-6 require the declaration of a market exposure time. Under Federal appraisal standards, “exposure time” statements are not permitted to appear in appraisal reports prepared for governmental acquisitions. Therefore, pursuant to the authority conveyed to the MDOT through Miss. Code, Sec. 65-1-8 all real property appraisals prepared for the MDOT, whether by staff employees or contracted fee appraisers, shall invoke a Jurisdictional Exception to the requirements of USPAP 2-2(a)(v) and 2-2(b)(v).

Consideration of Land Use Regulations –

USPAP Standard Rule 1-3(a) requires analysis of the effect existing land use regulations and reasonably probable modifications to same. This requirement is contrary to Federal appraisal standards. All real property appraisals performed for the MDOT, whether by staff employees or contracted fee appraisers, must disregard any recent rezoning if such rezoning was a consequence of, or in anticipation of, the government project for which the appraisal is being conducted. Therefore, pursuant to the authority conveyed to the MDOT through Miss. Code, Sec. 65-1-8, all real property appraisals shall invoke a Jurisdictional Exception to the requirements of USPAP 1-3(a).

Consideration of Anticipated Public Projects –

USPAP Standard Rule 1-4(f) requires the appraiser to analyze the effect on value of anticipated public improvements located on or off the property appraised. The appraisal requirements of USPAP Standard Rule 1-4(f) are contrary to State and Federal Law regarding appraisals performed for government acquisitions. All real property appraisals performed for the MDOT, whether by staff employees or contracted fee appraisers must disregard any decrease or increase in the fair market value of real property caused by the government project for which the appraisal is being conducted.

Valuation by Market Approach Only (a.k.a. Sales Comparison Method):

Unless specifically prohibited by Law, the MDOT is empowered and directed by statute to adopt such procedures as are advisable and/or necessary for the purpose of obtaining or securing financial assistance, grants or loans from the United States of America, or any agency thereof. All real property appraisals performed for the purpose of governmental acquisitions within the scope of The Uniform Act are authorized to omit cost and income approaches to valuation where sufficient sales data exists to produce a reliable opinion of value by use of the Market Approach alone (*a.k.a. Sales Comparison Approach*).

Additions to the Scope of Work and Comments (<i>If necessary</i>)	

Area & Neighborhood Data

Area Defined	<i>Brief description of the subject area boundaries or general limits, including the county or counties, prominent cities and prominent geographic features, i.e. Interstate or U.S. Highways, navigable waterways, etc.)</i>		
The area is defined as the medical and commercial district in Midtown Hattiesburg outlined by Hardy Street and Highway 49, inside the city limits of Hattiesburg, Forrest County, Mississippi. U. S. Highway 49 is a main north/south thoroughfare in Hattiesburg. Hardy Street is the main commercial corridor running east to west across Hattiesburg, and lies about two blocks north of the subject.			
Subject Location	☒ Urban	☒ Suburban	☐ Rural
Population Growth Rate	☒ Increasing	☐ Stable	☐ Decreasing
Primary Shopping/Trade Center – Area	Hattiesburg		
Primary Shopping/Trade Center – County	Forrest		
Nearest Employment Center	Hattiesburg		

Neighborhood Defined	<i>(Brief description of the neighborhood area boundaries or general limits, including, if applicable, community name or other name reference utilized by area residents)</i>				
The neighborhood is essentially defined as Hardy Street to the north, Lincoln Road to the south, South 28 th Avenue to the east, and South 34 th Avenue to the west. Forrest General is the largest hospital between Jackson and the Gulf Coast. The neighborhood mostly consists of commercial, residential and medical uses. New developments in the area include the new FGH Cancer Center on South 28 th Avenue and Arlington Loop, the new red light project on the corner of Highway 49 and Camp Street, and the state of the art development of Jones Companies office headquarters under construction one block to the north. Highway 49 consists of mainly professional offices, small retail buildings, fast food and dine in restaurants as well as medical uses along the highway and along South 28 th Avenue. The South 28th Avenue corridor consists mainly of professional and medical offices affiliated with Forrest General Hospital or Hattiesburg Clinic. South 28th Avenue has experienced conversion from single family residential into medical use. Access to the neighborhood is considered great via Highway 49 and Arlington Loop. Highway 49 is the main north/south thoroughfare for traffic traveling from the northern portions of the city to the southern portions connecting Jackson to the Gulf Coast. The traffic count along Highway 49 is 26,000 cars with Arlington Loop consisting of 3,600 cars. The Midtown District is an upper end, high quality retail, commercial and residential district catering to the USM students, faculty, and surrounding Hattiesburg residents. Midtown Hattiesburg Master Plan is to create a walkable, workable, livable mixed use community that connects people to living, shopping, dining, entertainment, educational, medical, cultural, and recreational venues.					
Neighborhood Zoning	☒ Res.	☒ Comm.	☐ Ind.	☐ Other	☒ None
Neighborhood Utilities	☒ Elec.	☒ Gas	☒ Water		
	☐ All	☐ Part	☒ Sewerage		
	☐ Other				
Neighborhood Imp's	☐ Storm Sewer	☒ Crb/Gtr	☒ Sidewalk	☒ Street Lights	
	☐ Other				
Schools	Hattiesburg City Schools				
Recreational Facilities					
Fire	City of Hattiesburg				
Police	City of Hattiesburg				
Other					

Site Description

(Before – Acquisition - After)

Site Description — Before

An analysis of the subject site is particularly important in estimating its highest and best use and for separate valuation from the improvements. The following is a discussion of the subject site in the Before Condition.

Present Use of Site: Residence

Legal Description of the Total Ownership: Lots 8, 9, 10 & part of Lot 11, of Monte Vista Terrace Subdivision, in the City of Hattiesburg, Forrest County, Mississippi

Frontage/Access: Arlington Loop fronts along the southern boundary for +/- 153 feet and South 31st Avenue to the west for +/-178 feet. The primary access drive is located along South 31st Avenue with street-side parking in the front along Arlington Loop.

Topography: Partially wooded with adequate drainage

Flood Plain and Drainage Data: According to flood map 28035C0104E, dated November 19th, 2021, the property does not lie within a designated flood zone.

Use Restrictions: RA-3; Zoned Midtown District by the City of Hattiesburg (see addenda)

Site Improvements: Landscaping, Fencing & Concrete Driveways

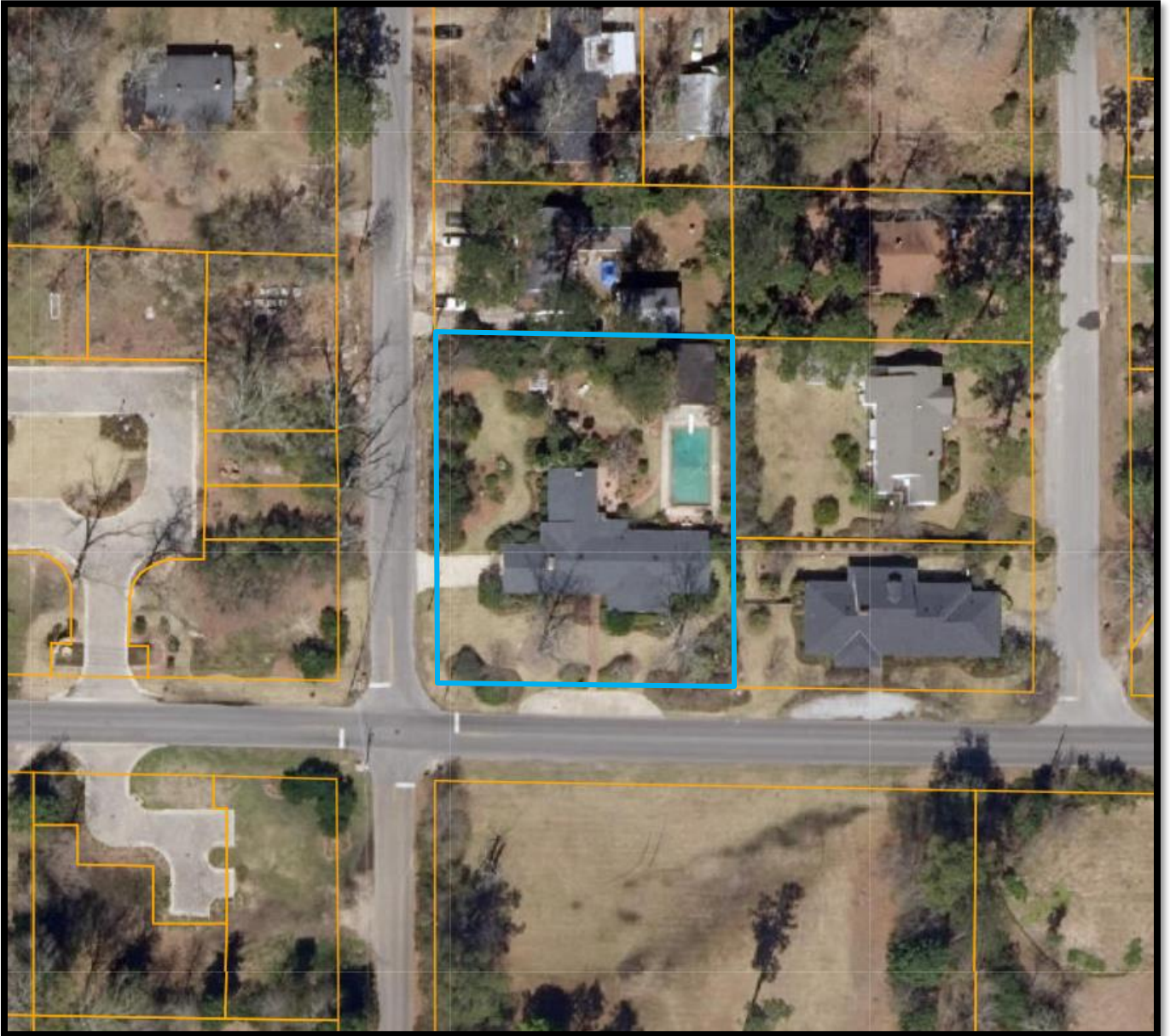
Adjacent Land Uses: Located to the north of the property is a variety of residential, retail, commercial, medical and professional office uses. A residential area lies to the south and west. The Hattiesburg Clinic's main medical complex lies immediately to the south and east of the property.

Easements/Encumbrances: None noted.

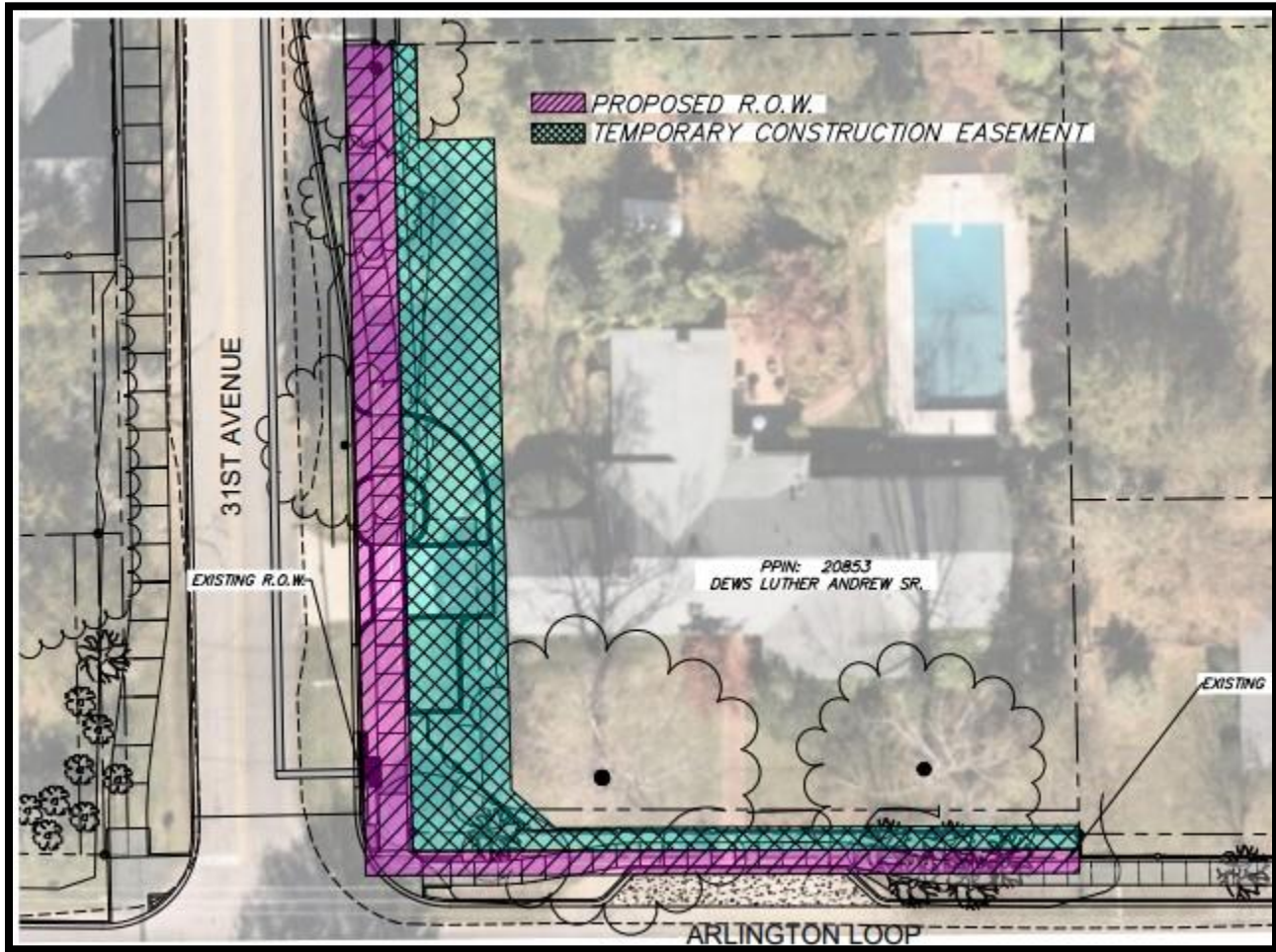
Utilities:

Utility Service	Supplier	Utility Service	Supplier
Electricity	MS Power	Sewer	City of Hattiesburg
Gas	Spire	Water	City of Hattiesburg
Garbage Collection	City of Hattiesburg	Telephone	AT&T

AERIAL PHOTO



ACQUISITION AREAS



Site Description — Area of Acquisition

Location: The permanent acquisition area contains total of 2,452 square feet. In addition, there is a temporary easement “piggy-backing” the permanent acquisition area totaling to 3,878 square feet. The acquisition areas and temporary easements lie in one parcel, and described in more detail on the following pages. A summary of the acquisition areas is shown below

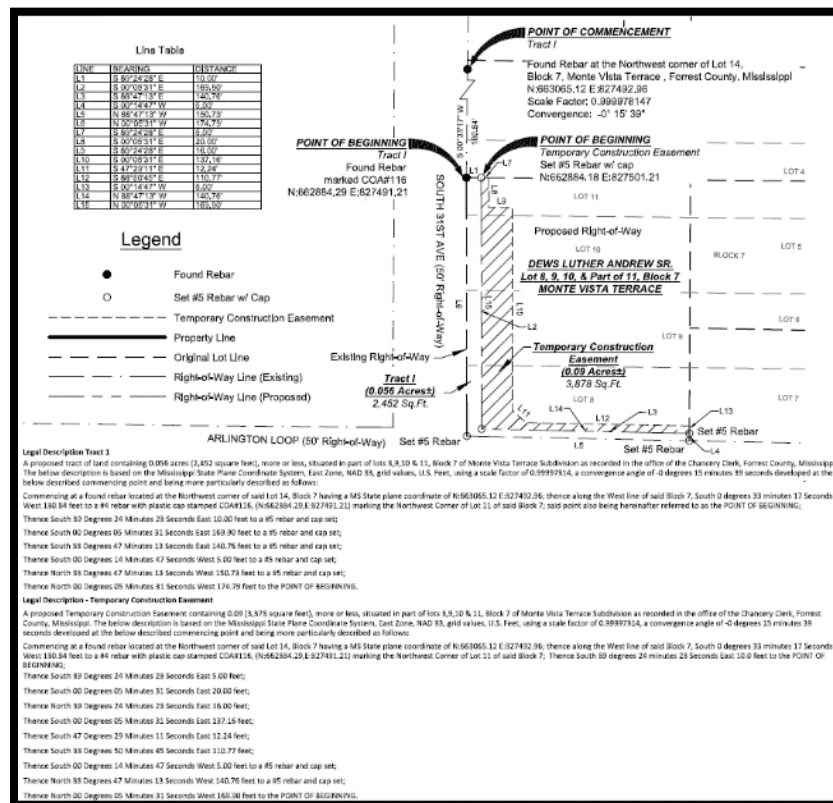
Parcel	Parcel	Permanent Easement	Temporary Easement
6	2-028N-07-067.00	0.056 Ac or 2,452 SF	0.09 Ac or 3,878 SF
	TOTALS	0.056 Ac or 2,452 SF	0.09 Ac or 3,878 SF

Rights to be Acquired for Each Parcel: Fee Simple, Easement

Dimensions/Area/Shape: The permanent easement area is irregular in shape. The easement area moves in 16 feet onto the property and contains 2,452 sf. The temporary construction easements “piggy-backs” the permanent easement area at a depth of 25 feet containing 3,878 square feet.

Site Improvements: Landscaping, Fencing & Concrete Driveways

Rights to be Acquired for Each Parcel: Fee Simple, Temporary Construction Easement



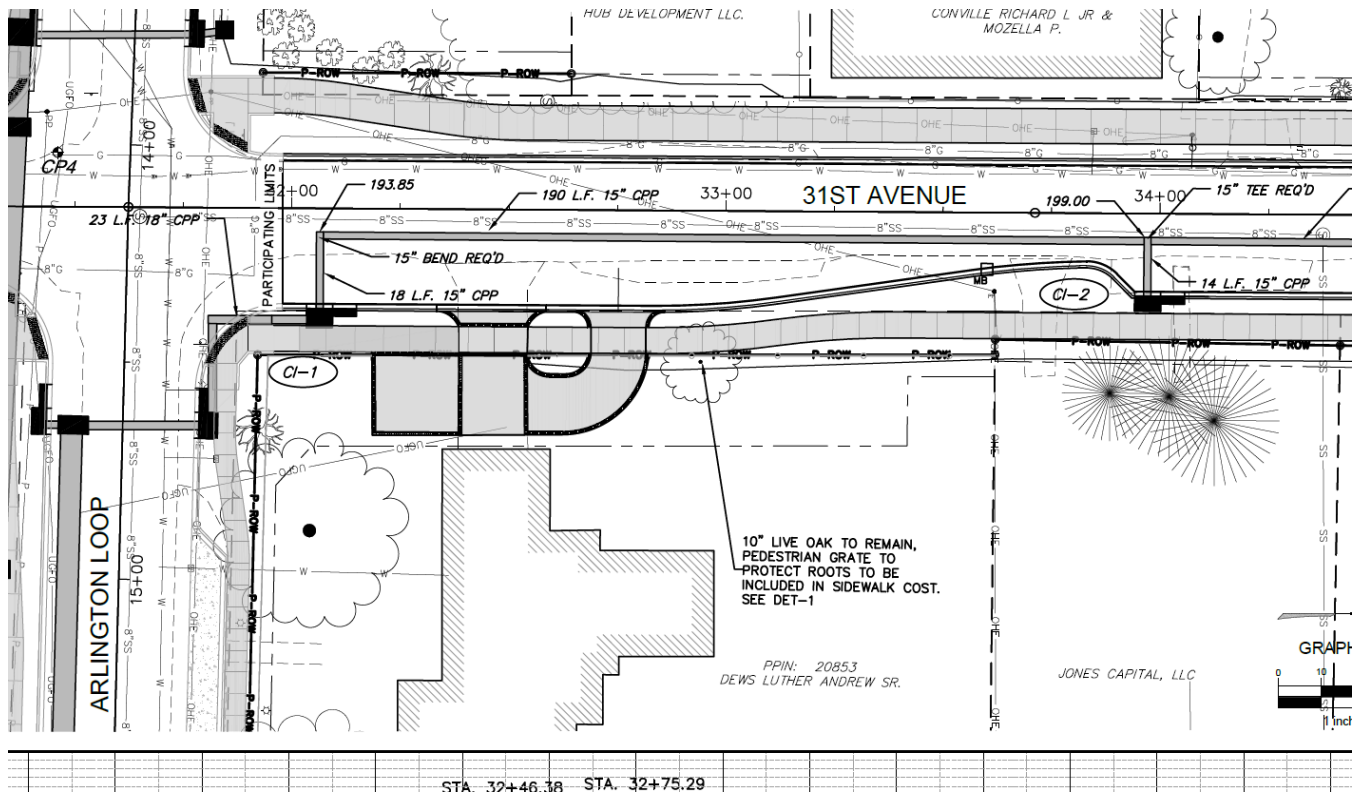
Site Description — After

Dimensions/Area/Shape: After the permanent easement, the property will still have 0.5665 acres remaining. The temporary easement will be required for 2 years, at which time there may be periods of limited access to the property.

The property has multiple improvements located in the proposed ROW and damages for lack of use has been assigned during the construction period.

Frontage/Access: In the after condition, a circular drive and additional parking area will be installed along South 31st Avenue. The street side parking in front of the residence will be terminated along Arlington Loop.

The overall utility will remain the same in the after condition and no damages were noted.



Photographs



Subject along South 31st Ave



Driveway along South 31st Ave



Landscaping in the proposed ROW along
Arlington Loop



Landscaping in the proposed ROW along Arlington
Loop



Landscaping in the proposed ROW along
Arlington Loop



Driveway located in the proposed ROW along South
31st Ave



Proximity to residence in the after condition



Easement areas looking South 31st Avenue



Landscaping in the proposed ROW along South 31st Avenue



Looking towards the site improvements on the north of the property from the temporary easement



Landscaping in the proposed ROW location of the proposed circular drive in the after condition



Temporary easement area along South 31st Avenue

Whole Tract and Larger Parcel Declaration

Whole Tract Declaration

On those properties where the total ownership and the Larger Parcel are not one-in-the-same, it is possible for a property to contain several Larger Parcels (Highest & Best Use areas). The acquisition may affect more than one Larger Parcel (H&BU area), it is essential that there be a clear declaration by the appraiser as to what part and/or parts of the total ownership are being appraised. This section of the appraisal report declares exactly what was valued in the appraisal process and includes:

- The size of the contiguous total ownership provided to the appraiser by the City of Hattiesburg
- Declaration of the Larger Parcels (H&BU areas) within the total ownership that are unaffected
- Identification and delineation of the affected Larger Parcels (H&BU areas) described by the following methods as appropriate:
 - a. Clearly visible physical features- road, creek, ditch, fence, tree line, etc.
 - b. Subdivision boundary, Zoning line, corporate limits, county line, section line, etc.
 - c. Dimensioned area as determined by the appraiser

Total "Whole Tract" Declaration and Summary	(Ac./S.F.)
The whole tract being Lots 8, 9, 10, and part of Lot 11 of the Monte Vista Terrace Subdivision containing +/- 27,115 square feet is the subject of this report.	

Declaration of the Larger Parcel

There are three conditions or tests that are considered in determining the larger parcel, unity of ownership, unity of use, and contiguity. In certain instances, the larger parcel may not include all the lands that are contiguous and under identical ownership. In determining the larger parcel to be appraised, reliance on unity of ownership and unit of use will be given substantial weight. In determining the larger parcel, the following is noted:

Larger Parcel(s) Summary	(Dimensions, Size, and Use)
Same as above.	

Highest and Best Use Analysis

¹**Highest and best use** is defined in *The Dictionary of Real Estate Appraisal, Fourth Edition*, Copyright 2002, page 135, compiled by the Appraisal Institute as:

“The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity”.

The reasonable and probable use that will support the highest property value, as defined, as of the date of the appraisal. In order to arrive at a highest and best use estimate, the land is first analyzed as if vacant. Later, the total property, including any existing improvements, is analyzed. In estimating the highest and best use of the subject site, as if vacant and improved, you must first carefully study the existing land use patterns and trends in the area. In estimating the highest and best use of the subject property, the appraiser has considered very carefully the following factors:

1. The land and location is considered in relationship to the local area.
2. The physical characteristics of the land and improvements, including the land's overall size, shape, road frontage, topography, soil and sub-soil conditions and available utilities.
3. In analyzing the highest and best use of the subject, as applicable and appropriate, the Sales Comparison Approach, Cost Approach, and Income Approach are considered.

The procedure used in this report to estimate highest and best use of the subject site was to consider, in sequence, the site's utility, its legal use, its possible and most feasible use, and, finally, the optimum or highest and best use.

Highest and Best Use Analysis	(Address physically possible, legal permissibility, economic feasibility, maximal productivity, in Before & After for all larger parcels or whole tract as applicable)
Highest and best use is defined in the third edition of <i>The Dictionary of Real Estate Appraisal</i> (Appraisal Institute, Chicago, 1993), as follows:	
The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.	
Highest and best use analysis is a three-step process. The first step involves the highest and best use of a site as though vacant. The determination must be made to leave the site vacant or to improve it. If the conclusion is to improve the site, the second step is to determine the ideal improvement. The final step is a comparison between the ideal improvement and the existing improvement. At this point, the determination must be made to maintain the property in its present form or to modify the improvements to more closely conform with the ideal.	
Highest and Best Use as Though Vacant	
The subject is zoned RA-3, which is designed for residential development. The subject zoning was changed following the Midtown District designation. The site contains approximately 27,115 square feet and is improved with a residence. It is well drained, with all municipal utilities available. Consequently, there are no physical limitations to prevent development of the subject site with any of the uses permitted by the RA-3 zoning.	

¹ The phrase “*highest and best use areas*” or “*uses*” is from wording utilized by the Mississippi Supreme Court in its published eminent domain decisions. Reference of these phrases by the Court has been historically utilized in a manner equivalent to the phrase “*Larger Parcel*”. For additional information, please refer to the “*Terms and Definitions*” section of this appraisal report.

The site is physically possible to be used for a wide variety of uses. The property is part of the Monte Vista Terrace Subdivision. The property is located in the District at Midtown development. There is a very larger multi-story Class A office building being constructed one block north of the property. This group has purchased many of the adjacent lots in the immediate area for greenspace and additional parking areas for the large development under construction. The lots purchased were improved with residences at the time of purchase and were later demolished. These lots sold in the range of \$15.00 to \$19.00 per square foot. The highest and best use of the site would be for a commercial or retail use and would outpace the value as improved as a residence.

Ownership History and Tax Information

Ownership History

In developing a real property appraisal an appraiser must:

1. Analyze any current agreement of sale, option, or listing of the subject property, if such information is available to the appraiser in the normal course of business.
2. Analyze any prior sales of the subject property that occurred within the following minimum time period of five years.
3. Discuss below (as applicable) the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the data.
4. When there is a sale of the subject property to the current owner for an undisclosed price, the appraiser must state that he or she attempted to obtain the purchase price and other terms of the transaction without success. (If transaction price could not be verified please explain below.)

Ownership History					
Property Transactions during the last five years to Date:					
Date	Grantor	Grantee	Consideration	Book/Page	Ver.
07/27/2021	L. Andrew Dews	The L. Andrew Dews Revocable Trust	QCD	1372/519	
Explanation:					

Tax Information			
Tax Parcel I.D. Number	2-028N-07-067.00,	True Value – Land	\$50,340
Millage Rate		True Value – Improvements	\$130,900
Property Assessment Rate			
Special Assessments			

Approaches to Value

All standard techniques used by appraiser in estimating of market value can be grouped into the following three main approaches to value: 1) Sales Comparison Approach, 2) Cost Approach, and 3) Income Approach. One or more of these approaches are used in all appraisal assignments. Use of these approaches will depend on the type of property being appraised and quantity and quality of data available for analysis.

Sale Comparison Approach: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when comparable sales data are available.

Cost Approach: A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of, or replacement for, the existing structure; deducting depreciation from the reproduction or replacement cost; and adding the estimated land value, plus an entrepreneurial profit. Adjustments may then be made to the indicate fee simple value of the subject property to reflect the value of the property interest being appraised.

Income Approach: A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.

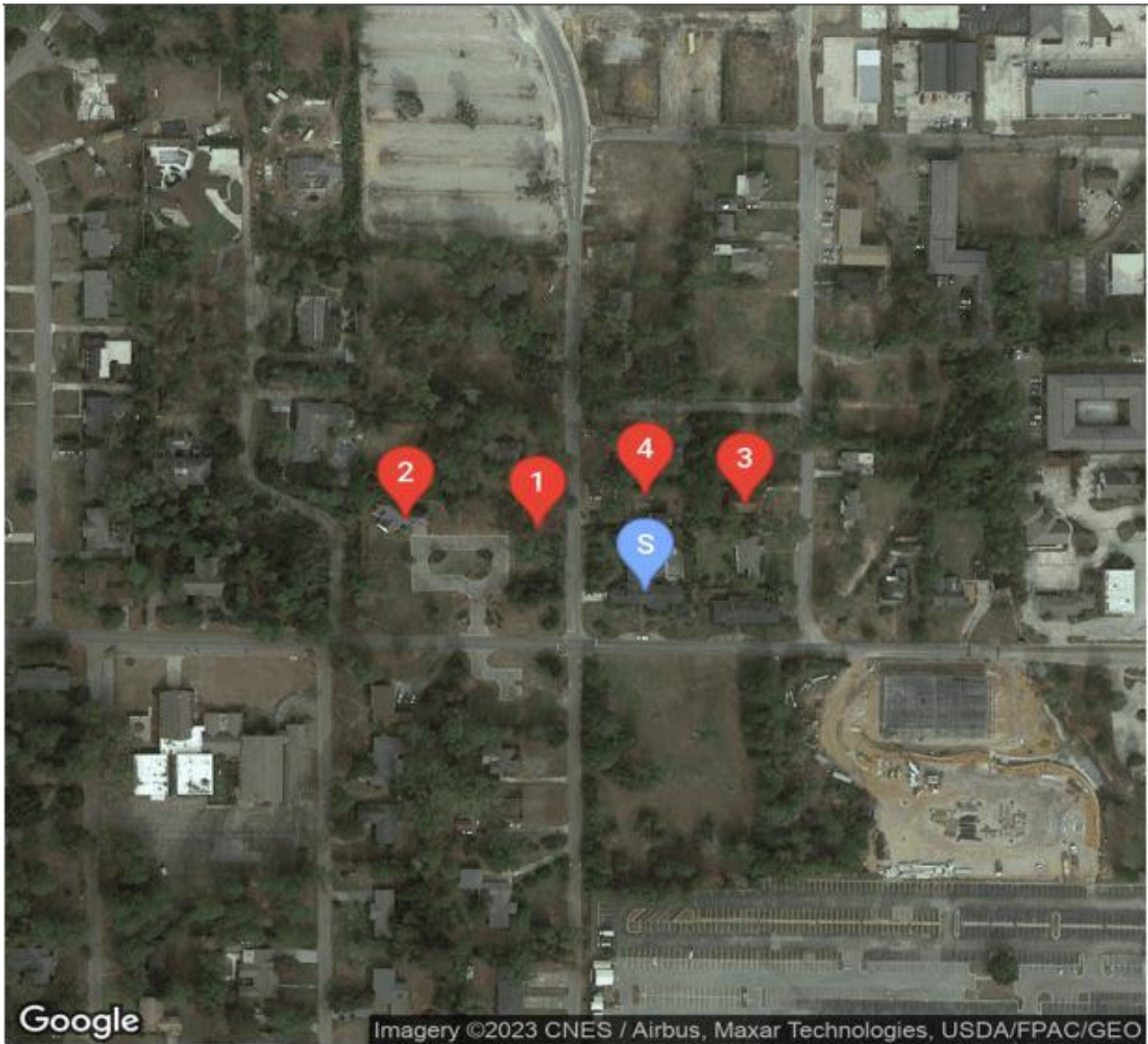
The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute

Approach to Value Utilized in this Appraisal Assignment Are:

☐ Cost Approach ☐ Income Approach ☒ Sales Comparison Approach

Reason(s) for excluding any of the usual approaches to value	
The sales comparison approach was the only applicable approach to arrive at just compensation for the loss of land. The cost and income approach to value would not apply.	
The value stated in this report is the value of the land only.	

Land Sales Map



COMPARABLE KEY			
COMPARABLE	LABEL	DISTANCE FROM SUBJECT	ADDRESS
SUBJECT	S	-	3011 Arlington Loop, Hattiesburg, MS
COMPARABLE 1	1	0.0 Miles	104 Cherokee Court, Hattiesburg, MS
COMPARABLE 2	2	0.1 Miles	107 Cherokee Court, Hattiesburg, MS
COMPARABLE 3	3	0.0 Miles	305 South 30th Avenue, Hattiesburg, MS
COMPARABLE 4	4	0.0 Miles	210 South 31st Avenue, Hattiesburg, MS

Sales Comparison Approach – (Land) – Before Value

Land Sales Summary and Adjustment Grid					
Subject		Comparable 1	Comparable 2	Comparable 3	Comparable 4
Location:	3011 Arlington Loop	Cherokee Court	Cherokee Court	305 S. 30th Avenue	210 South 31st
City:	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg
County:	Forrest	Forrest	Forrest	Forrest	Forrest
Seller:		Hub Development	Hub Development	McMahan Holdings	Cotton Ross, LLC
Buyer:		Richard L. Conville	Frederick E. Varnado	Midtown Montevista	Midtown Montevista
Deed Book / Page		1286/266	1380/595	1379/278	1380/595
Date of Sale:		July-18	June-20	October-21	November-21
Sale Price:		\$25,000	\$75,000	\$190,000	\$190,000
Site Size (Sq. Ft.):	27,115	1,942.00	5,767.00	11,621.00	11,621.00
Unadjusted Price/Acre:		\$12.87	\$13.01	\$16.35	\$16.35
Adjustments					
Rights Transferred:	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financial Considerations	Market	Market	Market	Market	Market
Conditions of Sale:	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length
		0%	0%	0%	0%
Market Conditions - Time:		Stable	Stable	Stable	Stable
		0%	0%	0%	0%
Time Adjusted Cash Equiv. Price/SF:		\$12.87	\$13.01	\$16.35	\$16.35
Location:		Similar	Similar	Similar	Similar
		0%	0%	0%	0%
Site Size (Sq. Ft.):	27,115.00	1,942.00	5,767.00	11,621.00	11,621.00
		-5%	-5%	0%	0%
Frontage/Access:	Corner	Similar	Similar	Similar	Similar
		0%	0%	0%	0%
Topography:	Partially Wooded; Level	Wooded	Similar	Similar	Similar
		0%	0%	0%	0%
Zoning	RD-3	RD-2	RD-2	MX-3	MX-3
		5%	5%	-5%	-5%
Net Adjustments:		0%	0%	-5%	-5%
Adjusted Price/SF:		\$12.87	\$13.01	\$15.53	\$15.53

Parcel No. Parcel 6

Project No. Midtown Streetscape Project

Sales Comparison Approach – (Land) – After Value

Land Sales Summary and Adjustment Grid					
Subject		Comparable 1	Comparable 2	Comparable 3	Comparable 4
Location:	3011 Arlington Loop	Cherokee Court	Cherokee Court	305 S. 30th Avenue	210 South 31st
City:	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg
County:	Forrest	Forrest	Forrest	Forrest	Forrest
Seller:		Hub Development	Hub Development	McMahan Holdings	Cotton Ross, LLC
Buyer:		Richard L. Conville	Frederick E. Varnado	Midtown Montevista	Midtown Montevista
Deed Book / Page		1286/266	1380/595	1379/278	1380/595
Date of Sale:		July-18	June-20	October-21	November-21
Sale Price:		\$25,000	\$75,000	\$190,000	\$190,000
Site Size (Sq. Ft.):	24,663	1,942.00	5,767.00	11,621.00	11,621.00
Unadjusted Price/Acre:		\$12.87	\$13.01	\$16.35	\$16.35
Adjustments					
Rights Transferred:	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financial Considerations	Market	Market	Market	Market	Market
Conditions of Sale:	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length
		0%	0%	0%	0%
Market Conditions - Time:		Stable	Stable	Stable	Stable
		0%	0%	0%	0%
Time Adjusted Cash Equiv. Price/SF:		\$12.87	\$13.01	\$16.35	\$16.35
Location:		Similar	Similar	Similar	Similar
		0%	0%	0%	0%
Site Size (Sq. Ft.):	24,663.00	24,663.00	5,767.00	11,621.00	11,621.00
		-5%	-5%	0%	0%
Frontage/Access:	Corner	Similar	Similar	Similar	Similar
		0%	0%	0%	0%
Topography:	Partially Wooded; Level	Wooded	Similar	Similar	Similar
		0%	0%	0%	0%
Zoning	RD-3	RD-2	RD-2	MX-3	MX-3
		5%	5%	-5%	-5%
Net Adjustments:		0%	0%	-5%	-5%
Adjusted Price/SF:		\$12.87	\$13.01	\$15.53	\$15.53

SAME AS PREVIOUS

Parcel No. Parcel 6

Project No. Midtown Streetscape Project

Explanation of Adjustment-(Land)

(Before and After)

ANALYSIS OF LAND SALES

The array of data suggests possible adjustments for various characteristics of each transaction in comparison with the subject site. This comparison of land sales to the subject property is the basis for determining a value indication of the subject site as though vacant. The analysis of these adjustments is found in the following paragraphs.

PROPERTY RIGHTS CONVEYED

All of the above land sales conveyed fee simple ownership, therefore, no adjustment is necessary.

FINANCING TERMS

None of the sales involved below market interest rates or seller financing. Therefore, no adjustments were made.

LOCATION AND ACCESS

The property is located at 3011 Arlington Loop at the intersection of S.31st Avenue. All of the sales are located in the same neighborhood and considered similar in location.

SIZE

The subject is 27,115 square feet, more or less. Typically, the larger the land size, the lower price per unit. A downward adjustment for size is indicated by the sales. Therefore, downward adjustments were applied to the smaller sales.

MARKET CONDITIONS

All of the sales were considered recent and occurred during similar market conditions.

CORRELATION

After adjusting the sales for its differences in size, location, etc, a range of values from \$12.87- \$15.53 per square foot is indicated. Sales 3 and 4 are adjacent lots located on the north side of the subject and considered most similar. Since then, the neighborhood has seen an influx of commercial and retail demand in The District at Midtown. This is mixed-use development with retail, restaurants, hospitality, and townhomes. Also, Jones Companies is in the process of constructing a very large Class A office building located one block north of the subject. There are few large commercial sales like the subject in the area, and I have included the most recent, most similar sales.

Considering all factors, I have concluded a total value of \$15.00/sf for the 0.6225 acre (27,115 sq. ft.) subject site.

Site Improvements

A cost estimate to replace the loss of landscaping and fencing in the proposed acquisition area was provided by the engineer. The cost to replace the improvements equals \$42,600 and was added to the before land value.

Landscaping	LS	1	\$7,500.00	\$7,500.00
4' Decorative Iron Fence, Per Plans	LF	260	\$135.00	\$35,100.00

Before Land Value - Summary

Size/Sq. Ft.	Unit of Measure	Rate	Value
27,115	Price/Sq. Ft.	\$15.00	\$406,725
Add (Landscaping and Fencing) – See Attached			\$42,600
Total Before Land Value			\$449,325
Rounded			\$449,325

AFTER VALUE

The subject site has the same overall use and commercial potential in the after condition. The same \$15.00/sf was applied to the site in the after condition.

There is a temporary construction easement on the subject site. The total area for construction easement equals 3,878 sf, or 0.09 acres.

In order to value the use of the 2 year construction easement, I have analyzed several land ground leases in the area. A summary of these ground lease rates are discussed below.

Forrest County schools has a large amount of 16th Section schoolboard land that is leased for commercial purposes. The majority of this land is located along Broadway Drive in Hattiesburg. Representatives stated that the schoolboard attempts to get 10% of the Fee Simple value for Schoolboard property.

Lamar County schools also leases several 16th Section schoolboard sites in Lamar County, located one county to the west. Mr. Rick Norton (schoolboard attorney) was interviewed in regards to the leasing activity in Lamar County. The schoolboard discusses the lease policy each year, and assigns the expected return based on Fee Simple land value. The current return for "commercial" property is based on 6% of Fee Simple value.

I was able to find two other ground leases in the area, with rates indicated at 10-12%.

Based on my interviews and analysis, ground leases in the area appear to be leased at 5-12%. The most relevant ground lease information was based on the Forrest County schoolboard leases, leased at 10% of fee simple value. A ground lease rate of 10% was applied to the 2 year lease agreement.

Upfront / Lump Sum discount (1 pmt, 2n, 10i, PV= 1.74, $1.735 / 2.0 = 0.8675$)

The calculated temporary easement is as follows:

$3,878 \text{ Sq. Ft.} \times \$15.00/\text{sf} \times 10\% \times 2 \text{ years} \times 0.8675 = \$10,093$, rounded to \$10,100

COST TO CURE

A cost to install a new circular drive and additional parking space was provided by the engineer. The cost to cure equals \$26,700 and was deducted from the after condition.

Concrete Driveway, With Reinforcement, 6-inch Thickness, With Colored and Stamped Brick Boarder	SY	156	\$125.00	\$19,500.00
Concrete Drieway, With Reinforcement, 6-inch Thickness, Exposed Aggregate	SY	45	\$160.00	\$7,200.00



This aerial view of the property shows the proposed acquisition and temporary construction easement areas, as well as the proximity of the improvements in the after condition.

CONCLUSION OF AFTER VALUE

Size/Sq. Ft	Unit of Measure	Rate	Value
24,663	Price/Sq. Ft.	\$15.00	\$369,945
Less: Cost-to-Cure			(\$26,700)
Less: Easements – 3,878 Sq. Ft. Temporary Easement			(\$10,100)
Less: Q-Interests			\$0
Total After Land Value			\$333,145
Rounded			\$333,145
Difference in Before and After			\$116,180

Parcel No. Parcel 6

Project No. Midtown Streetscape Project

Final Reconciliation of Value

	Before	After	Difference
Sales Comparison Approach	\$449,325	\$333,145	\$116,180
Cost Approach			
Income Approach			

Reconciliation	<i>Explain the appropriateness of the approaches, the accuracy of the data and calculations, and the quantity and quality of the data presented relative to the scope of the assignment and the specific appraisal problem.</i>
Several land sales were confirmed and researched in the subject neighborhood. These sales provided a good market value indication. After researching the local sales, a unit value of \$15.00/sf was concluded. The sales approach was considered the best method at valuing the subject site. A replacement cost for the loss of landscaping and fencing equals \$42,600. This was added to the before value resulting in a total before value of \$449,325. In the after condition, a cost to cure for a new circular drive and parking space was deducted from the after land value in the amount of \$26,700. A temporary easement area will be retained for the duration of the construction period estimated to be 2 years. The same unit value was applied in the after condition resulting in a concluded after value of \$333,145. The difference in the before and after values was considered the just compensation of \$116,180.	

The difference between the Fair Market Value of the whole tract and the remainder is **\$116,180** as of May 24th, 2023, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

TAX MAP

Forrest County, MS



6/1/2023, 5:43:06 PM

Parcels

forrest_ms_ac
forrest_ms_dim Anno
forrest_ms_parcelno



City of Hattiesburg, Earl, HERE, Garmin, INCREMENT P, NGA, USGS

Addenda

Terms and Definitions

Agency- the Federal Agency, State, State Agency, or person that acquires real property or displaces a person.

Appraisal- a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

Uneconomic Remnant- a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner.

Total Ownership- the total amount of contiguous property, under the ownership of a single legal entity, as indicated by the map provided to the appraiser by the client for an appraisal assignment.

Whole Tract- that amount of property, within the "Total Ownership", as determined by the appraiser, to be affected by the acquisition. The *whole tract* is defined by the appraiser, and may be determined to be the same as the total ownership, or some defined area that is less than the "Total Ownership".

Larger Parcel-²that tract, or tracts, of land which possess a unity of ownership and have the same, or an integrated, highest and best use. Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. Mississippi Case Law recognizes this concept but refers to it by use of the phrases "Highest and Best Use areas" or "Highest and Best Uses"³ Designation of the Larger Parcel, for appraisals performed in connection with the disposal of excess property, may require the adoption of a hypothetical condition regarding "unity of ownership".

Excess Property "(2)...whenever real property, with the exception of easements for highway purposes, has been acquired by the City of Hattiesburg, in any manner, for public use and in the opinion of the commission all or any part thereof becomes unnecessary for public use, the same shall be declared on the minutes of the commission as excess property and sold at private sale at market value."⁴

Disposal as used in the appraisal of excess property, "means the sale of real property rights therein, including access or air rights, when no longer needed for highway right-of-way or other uses eligible for funding under title 23 of the [U.S.] Code"⁵

Fair Market Value- Fair Market Value is value in exchange. It is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".⁶

Effective Date – The date at which the analyses, opinions, and advice in an appraisal, review, or consulting service apply. (USPAP, 2002 ed.) Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 4th Edition.

² The Uniform Appraisal Standards for Federal Land Acquisitions, Interagency Land Acquisition Conference, Published by the Appraisal Institute with the cooperation of the U.S. Department of Justice, Washington, D.C. 2000,

³ Oughton v. Gaddis, 683 So.2d 390 (Miss. 1996)

⁴ Mississippi Code of 1972, Annotated, § 65-1-123

⁵ United States Code, 23 CFR 710.105

⁶ *Potters II v. State Highway Comm'n of Mississippi*, 608 So. 2d 1227, 1231 (Miss. 1992).

Date of the Report – The date of the transmittal letter of a written report or the date a written report lacking a transmittal letter is completed by the appraiser. The date of an oral report is the date it is communicated to or for the client. The date of the report may or may not be the same as the effective date of the appraisal. (USPAP, 2002 ed.) Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 4th Edition.

Highest and Best Use- The best or most valuable use to which the property, [.....], is adapted. Mere speculative uses cannot be considered. There must be some probability that the land would be used within a reasonable time for the particular use to which it is adapted. There must be a present demand for the land for such purpose or a reasonable expectation of such demand in the near future.⁷

Before and After Rule [Mississippi]- When part of a larger tract of land is taken for public use, the owner should be awarded the difference between the fair market value of the whole tract immediately before the taking, and the fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.⁸ Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.⁹

Before Value- The fair market value of the whole tract immediately before the taking.¹⁰

After Value- The fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.

Due Compensation¹¹- Just Compensation¹² the value of the land taken and the damages, if any, which result... as a consequence of the taking, without considering either general benefits or injuries resulting from the use to which the land taken is to be put, shared by the general public.¹³

Damages to Remainder- *[In the context of valuation under the Before and After Rule, it is]* the depreciation in the fair market value of the remaining area, ...that is special, and not such as is common to all the property in the neighborhood.¹⁴ In determining damages, if any, to the remainder if less than the whole of a defendant's interest in property is taken, nothing shall be deducted there from on account of the supposed benefits incident to the public use for which the petitioner seeks to acquire the property.¹⁵

Cost-to-Cure Damages [the cost or costs associated with] the necessity of rebuilding fences and wells, the necessity of relocating roads, and other similar items. [Such] items are all part of the depreciated value of the property, since the landowner is required to do this construction in order to use the property in the manner in which it has been used or for which it is best adapted.¹⁶

Extraordinary Assumption – (USPAP definition) an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions.

⁷ MSHC v. Brooks, 123 So.2d 423, 427 (1960); MSHC v. Wagley, 231 So.2d 507 (1970);

⁸ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

⁹ Mississippi Code of 1972, Annotated, Section 43-37-3

¹⁰ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

¹¹ Constitution of Mississippi, Article 3, § 17

¹² Mississippi Code of 1972, Annotated, Section 43-37-3

¹³ MSHC v. Hillman, 198 So. 565;

¹⁴ MSHC v. Colonial Inn, Inc. 149 So.2d 851;

¹⁵ Mississippi Code of 1972, Annotated, Section 11-27-21;

¹⁶ Emerson v. MSHC, 208 So.2d 441

Hypothetical Condition – (USPAP definition) that which is contrary to what exists but is supposed for the purpose of analysis.

Intended User – the client and any other party as identified, by name or type, as users of the appraisal, appraisal review, or appraisal consulting report by the appraiser on the basis of communication with the client at the time of the assignment.

Jurisdictional Exception – an assignment condition that voids the force of a part or parts of USPAP, when compliance with part or parts of USPAP is contrary to law or public policy applicable to the assignment.

Supplemental Standards – requirements issued by government agencies, government sponsored enterprises, or other entities that establish public policy which add to the purpose, intent and content of the requirements of USPAP, that have a material effect on the development and reporting of assignment results.

Plottage The increment of value created when two or more sites are combined to produce greater utility. See also assemblage.

Assemblage The combining of two or more parcels, usually but not necessarily contiguous, into one ownership or use; the process that creates plottage value. (USPAP, 2002 ed.) See also plottage.

Assemblage Cost The excess cost incurred to acquire individual adjacent parcels of real estate in a single ownership beyond the estimated cost of acquiring similar sites that do not form a specifically desired assemblage.

Scope of Work “The Scope of Work is a written set of expectations that form an agreement or understanding between the appraiser and the agency as to the specific requirements of the appraisal, resulting in a report to be delivered to the agency by the appraiser. It includes identification of the intended use and intended user; definition of fair market value; statement of assumptions and limiting conditions; and certifications, the type and extent of research and analyses in an assignment. Either the appraiser or the agency may recommend modifications to the initial Scope of Work, but both parties must approve changes.”¹⁷

¹⁷ Federal Highway Administration, Guide For Preparing An Appraisal Scope of Work, October, 2005

MIDTOWN DISTRICT:

The goal of Midtown In Motion - Midtown Hattiesburg Master Plan is to create a walkable, workable, livable mixed use community that connects people to living, shopping, dining, entertainment, educational, medical, cultural, and recreational venues.

The underlying elements of the Midtown Plan are:

- Diversified
- Sustainable
- Livable
- Multi-Modal
- Connected
- Predictable
- Neighborhood Friendly
- Environmentally Sensitive

The Master Plan uses to its advantage Midtown's strategic location among the region's major economic drivers – Forrest General Hospital, Hattiesburg Clinic, and The University of Southern Mississippi to become a highly successful and sustainable mixed use community. The tremendous number of employees and visitors garnered by these three institutions creates significant demand for an array of residential, retail, office, entertainment, and cultural venues.

Forrest General Hospital • 3,200 Employees/Staff • 30,600 Annual Admissions • 18,000 Visitors Per Month

Hattiesburg Clinic • 1,800 Employees/Staff • 50,000 Visitors Per Month

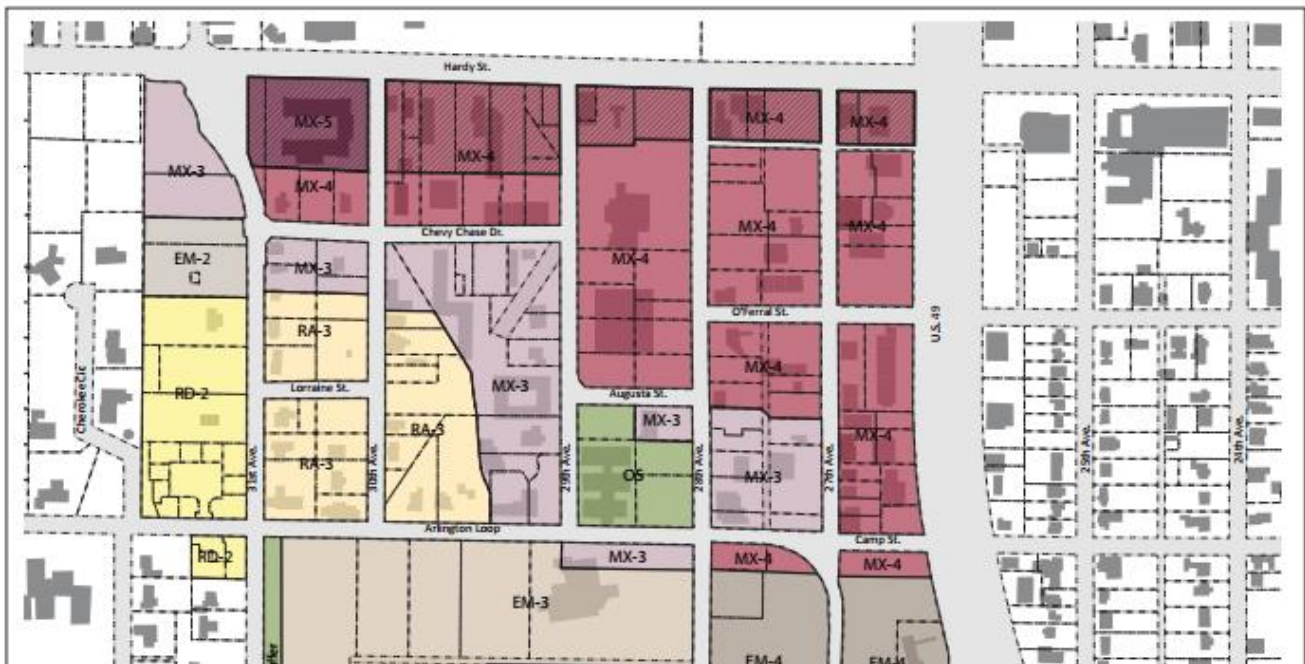
The University of Southern Mississippi • 2,300 Employees/Faculty • 14,850 Students • 36,600 Visitors Per Month.

http://www.code-studio.com/hattiesburg/Midtown-MasterPlan-Draft_May-31-2013.pdf



Sec. 2.2. Midtown Form-Based Code Zoning Map

The following map is established and made a part of the City of Hattiesburg Official Zoning Map.



NORTHEAST AREA



In general, this is the most intense portion of Midtown, allows the highest and most intensive buildings and uses. Also serves as the central focal point for the area.



Key Recommendations

- A** Entrance to USM enhanced and realigned, median formalized with monument and replanted. Speed table with USM Golden Eagle added to slow traffic.
- B** Three-story buildings with ground floor retail and apartments above fronting Hardy St. and 29th Ave create gateway into heart of Midtown.
- C** One-story university-oriented retail buildings (books, clothing, music, coffee shop) front Hardy St.
- D** 27th Ave closed to vehicular traffic and transformed into permanent outdoor space for dining and entertainment, public gathering or open air market.
- E** Three-story buildings with ground floor retail/office and apartments above front 29th Ave. Three-story university-oriented apartments front 28th Ave. Two-story parking deck serves surrounding development.
- F** Three- to four-story university-focused apartments front 28th Ave, O'Ferral St. and US 49 with 27th Ave serving as access to parking (higher densities could be achieved if structured parking provided). Ground floor corner units front US 49 could be reserved for retail-oriented uses.
- G** One-way travel way with reverse-angle parking and extensive landscaped buffering of US 49. Access moved from Hardy St. to US 49.
- H** Chevy Chase extended between 29th and 28th Avenues to enhance connectivity.
- I** Forrest General Support Services building serves as Midtown focal point.
- J** O'Ferral reconfigured with a median, stormwater captured within the median enhances water quality and stormwater runoff. Serves as a gateway into Midtown.
- K** Civic square with amphitheater serves as Midtown focal point, single-story active retail uses (coffee shops, cafes, restaurants) surround and frame the square.
- L** Three- to four-story university-focused apartments front O'Ferral and wrap corner of 28th Ave. Two-story parking deck serves surrounding development.
- M** 40,000 square foot grocery store with single-story retail line Arlington Loop.
- N** Two- to three-story office/condo building with Community Bank to the south retained.



Promote Additional Housing Opportunities
Student Housing at Hardy & 49

The University of Southern Mississippi's 14,850 students, of which only 3600 are accommodated in on-campus housing, with the remainder living off-campus either at home with their parents or in rental apartments miles away from campus, represent a major housing demand audience. Many students are seeking off-campus housing close to the campus - of which there is a limited supply, particularly within new apartment complexes.

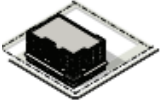
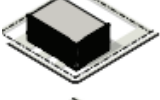
There is an opportunity, working with The University of Southern Mississippi, to tap into this large base of off-campus students. Creating a residential/retail/dining/entertainment development just steps from campus would not only be attractive to many of those commuting to campus today, but to future students who are looking for a university setting in proximity to an active "downtown."



Conceptual design of the subject site from Midtown in Motion.org

Sec. 3.2. Building Types Allowed by District

Building types are allowed by district as set forth below.

BUILDING TYPE	Mixed Use (MX-3, -4, -5)	Hardy Street Overlay (-HS)	Employment (EM-2, -3)	Employment (EM-4, -6, -9)	Residential Attached (RA-3)	Residential Detached (RD-2)
 Mixed Use Building	P	P				
 Shopfront Building	P	P				
 General Building	P	P	P	P		
 Civic Building	P	P	P	P	P	P
 Apartment Building	P		P			
 Apartment Court	P		P			
 Garden Apartment	P		P		P	
 Stacked Flat	P		P		P*	
 Townhouse	P		P		P	
 Cottage Court					P	P
 Detached House					P	P

Key: P = Permitted Blank Cell = Not Permitted

* In RA-3, a stacked flat is only allowed on a lot located at the intersection of two public streets.

Sec. 4.4. Permitted Use Table

Uses are allowed by district as set forth below.

	MX -3, -4, -5	EM -2, -3	EM -4, -6, -9	RA -3	RD -2	OS	Definition/ Use Standard
Residential Uses							
Dwelling, detached	X	X	X	P	P	X	Sec. 4.5.A.1
Dwelling, attached	P	P	X	P	X	X	Sec. 4.5.A.2
Dwelling, multi-family	P	P	X	P	X	X	Sec. 4.5.A.3
Assisted living facility, nursing home	P	P	P	X	X	X	Sec. 4.5.A.4
Bed and breakfast residence (up to 5 rooms)	P	P	X	P	PC	X	Sec. 4.5.A.5
Bed and breakfast inn (6 to 12 rooms)	P	P	P	PC	X	X	Sec. 4.5.A.6
Day care center	P	P	P	PC	X	X	Sec. 4.5.A.7
Independent living facility	P	P	P	X	X	X	Sec. 4.5.A.8
Retail Uses							
Amusement and recreation facilities, indoor	P	P	P	X	X	X	Sec. 4.5.B.1
Art gallery	P	P	P	L	X	X	Sec. 4.5.B.2
Bank	P	P	P	X	X	X	Sec. 4.5.B.3
Bar, lounge	P	X	X	X	X	X	Sec. 4.5.B.4
Personal service	P	X	X	L	X	X	Sec. 4.5.B.5
Professional studio, photography, drama, dance, gymnastics	P	X	X	X	X	X	Sec. 4.5.B.6
Repair service	P	X	X	L	X	X	Sec. 4.5.B.7
Restaurant	P	X	X	L	X	X	Sec. 4.5.B.8
Retail sales	P	X	X	L	X	X	Sec. 4.5.B.9
Commercial Uses							
Ambulance service	P	P	P	X	X	X	Sec. 4.5.C.1
Hotel, motel (13 or more rooms)	P	X	X	X	X	X	Sec. 4.5.C.2
Hospice	P	P	P	X	X	X	Sec. 4.5.C.3
Hospital	X	P	P	X	X	X	Sec. 4.5.C.4
Medical clinic, office	P	P	P	X	X	X	Sec. 4.5.C.5
Office	P	P	P	L	X	X	Sec. 4.5.C.6
Parking lot or garage	PC	PC	PC	X	X	X	Sec. 4.5.C.7
Veterinary clinic	L	L	L	X	X	X	Sec. 4.5.C.8

Key: P = Permitted by-right

PC = Planning Commission review required

L = Use permitted subject to use standards specified in cross-reference

X = Not permitted

Note: None of the above permitted uses include an "adult entertainment establishment" as defined in the Land Development Code.

	MX -3, -4, -5	EM -2, -3	EM -4, -6, -9	RA -3	RD -2	OS	Definition/ Use Standard
Civic Uses							
Amphitheater	X	X	X	X	X	P	Sec. 4.5.D.1
College, university	P	P	P	X	X	X	Sec. 4.5.D.2
Museum, library	P	P	P	X	X	X	Sec. 4.5.D.3
Park, playground	P	P	P	P	P	P	Sec. 4.5.D.4
Place of worship	P	P	P	PC	PC	X	Sec. 4.5.D.5
School, K-12	P	P	P	PC	PC	X	Sec. 4.5.D.6
Semi-public use	P	P	P	X	X	X	Sec. 4.5.D.7
Accessory Uses							
Drive-thru	PC	PC	PC	X	X	X	Sec. 4.5.E.1
Carriage house	X	X	X	P	P	X	Sec. 4.5.E.2
Home care center	P	P	P	P	P	X	Sec. 4.5.E.3
Home occupation	L	L	L	L	L	X	Sec. 4.5.E.4
Utility service	P	P	P	P	P	X	Sec. 4.5.E.5

Key: P = Permitted by-right
PC = Planning Commission review required
L = Use permitted subject to use standards specified in cross-reference
X = Not permitted

Note: None of the above permitted uses include an "adult entertainment establishment" as defined in the Land Development Code.

Legal Description(s)
(attached)

Line Table

LINE	BEARING	DISTANCE
L1	S 89°24'28" E	10.00'
L2	S 00°05'31" E	169.90'
L3	S 88°47'13" E	140.76'
L4	S 00°14'47" W	5.00'
L5	N 88°47'13" W	150.73'
L6	N 00°05'31" W	174.79'
L7	S 89°24'28" E	5.00'
L8	S 00°05'31" E	20.00'
L9	S 89°24'28" E	16.00'
L10	S 00°05'31" E	137.16'
L11	S 47°29'11" E	12.24'
L12	S 88°50'45" E	110.77'
L13	S 00°14'47" W	5.00'
L14	N 88°47'13" W	140.76'
L15	N 00°05'31" W	169.90'

Legend

- Found Rebar
- Set #5 Rebar w/ Cap
- Temporary Construction Easement
- Property Line
- Original Lot Line
- Right-of-Way Line (Existing)
- Right-of-Way Line (Proposed)

ARLINGTON LOOP (50' Right-of-Way)

Legal Description Tract 1

A proposed tract of land containing 0.056 acres (2,452 square feet), more or less, situated in part of lots 8,9,10 & 11, Block 7 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997814, a convergence angle of -0 degrees 15 minutes 39 seconds developed at the below described commencing point and being more particularly described as follows:

Commencing at a found rebar located at the Northwest corner of said Lot 14, Block 7 having a MS State plane coordinate of N:663065.12 E:827492.96; thence along the West line of said Block 7, South 0 degrees 33 minutes 17 Seconds West 180.84 feet to a #4 rebar with plastic cap stamped COA#116, (N:662884.29,E:827491.21) marking the Northwest Corner of Lot 11 of said Block 7; said point also being hereinafter referred to as the POINT OF BEGINNING;

Thence South 89 Degrees 24 Minutes 28 Seconds East 10.00 feet to a #5 rebar and cap set;

Thence South 00 Degrees 05 Minutes 31 Seconds East 169.90 feet to a #5 rebar and cap set;

Thence South 88 Degrees 47 Minutes 13 Seconds East 140.76 feet to a #5 rebar and cap set;

Thence South 00 Degrees 14 Minutes 47 Seconds West 5.00 feet to a #5 rebar and cap set;

Thence North 88 Degrees 47 Minutes 13 Seconds West 150.73 feet to a #5 rebar and cap set;

Thence North 00 Degrees 05 Minutes 31 Seconds West 174.79 feet to the POINT OF BEGINNING.

Legal Description - Temporary Construction Easement

A proposed Temporary Construction Easement containing 0.09 (3,878 square feet), more or less, situated in part of lots 8,9,10 & 11, Block 7 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997814, a convergence angle of -0 degrees 15 minutes 39 seconds developed at the below described commencing point and being more particularly described as follows:

Commencing at a found rebar located at the Northwest corner of said Lot 14, Block 7 having a MS State plane coordinate of N:663065.12 E:827492.96; thence along the West line of said Block 7, South 0 degrees 33 minutes 17 Seconds West 180.84 feet to a #4 rebar with plastic cap stamped COA#116, (N:662884.29,E:827491.21) marking the Northwest Corner of Lot 11 of said Block 7; Thence South 89 degrees 24 minutes 28 Seconds East 10.0 feet to the POINT OF BEGINNING;

Thence South 89 Degrees 24 Minutes 28 Seconds East 5.00 feet;

Thence South 00 Degrees 05 Minutes 31 Seconds East 20.00 feet;

Thence North 89 Degrees 24 Minutes 28 Seconds East 16.00 feet;

Thence South 00 Degrees 05 Minutes 31 Seconds East 137.16 feet;

Thence South 47 Degrees 29 Minutes 11 Seconds East 12.24 feet;

Thence South 88 Degrees 50 Minutes 45 Seconds East 110.77 feet;

Thence South 00 Degrees 14 Minutes 47 Seconds West 5.00 feet to a #5 rebar and cap set;

Thence North 88 Degrees 47 Minutes 13 Seconds West 140.76 feet to a #5 rebar and cap set;

Thence North 00 Degrees 05 Minutes 31 Seconds West 169.90 feet to the POINT OF BEGINNING.

POINT OF BEGINNING

Found Rebar
marked COA#116
N:662884.29 E:827491.21

SOUTH 31ST AVE (50' Right-of-Way)

Tract I
(0.056 Acres±)
2,452 Sq.Ft.

Existing Right-of-Way

POINT OF COMMENCEMENT

Tract I

Found Rebar at the Northwest corner of Lot 14,
Block 7, Monte Vista Terrace , Forrest County, Mississippi
N:663065.12 E:827492.96
Scale Factor: 0.999978147
Convergence: -0° 15' 39"

POINT OF BEGINNING

Temporary Construction Easement

Set #5 Rebar w/ cap
N:662884.18 E:827501.21

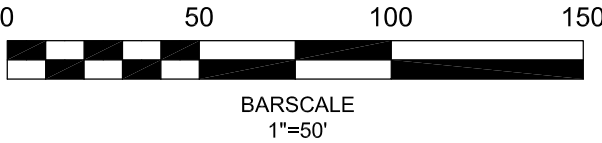
DEWS LUTHER ANDREW SR.
Lot 8, 9, 10, & Part of 11, Block 7
MONTE VISTA TERRACE

Temporary Construction
Easement
(0.09 Acres±)
3,878 Sq.Ft.

Set #5 Rebar

Set #5 Rebar

Revised: 02/08/2023 - ROW Updates



General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Monte Vista Terrace Subdivision Plat

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022
Date: December 6, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

MAPTECH, INC.
Surveying Mapping Remote Sensing

3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

Proposed Right-of-Way Take

for

Dews Luther Andrew Sr.

Lots 8,9,10 & and part of 11, Monte Vista Terrace

City of Hattiesburg, Forrest County, Mississippi

ppin 20853

DRAWING No.:NS16886_MV6.dwg

JOB No.:NS.16886.000

DRAWN BY: J. Byrd

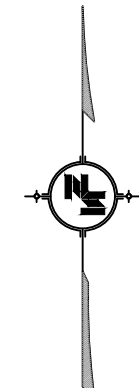
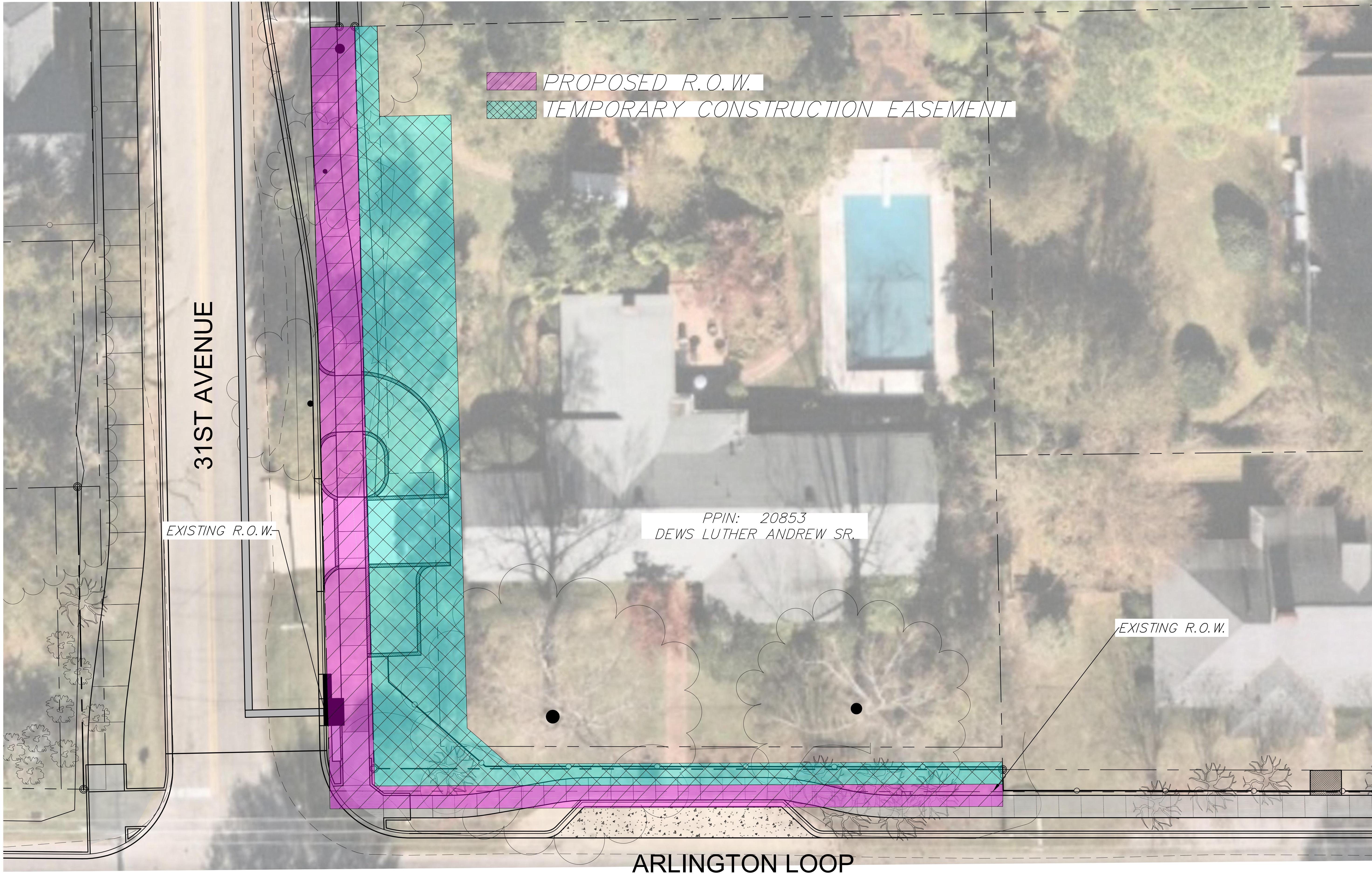
CHECKED BY: J. Black

SCALE: 1"=50'

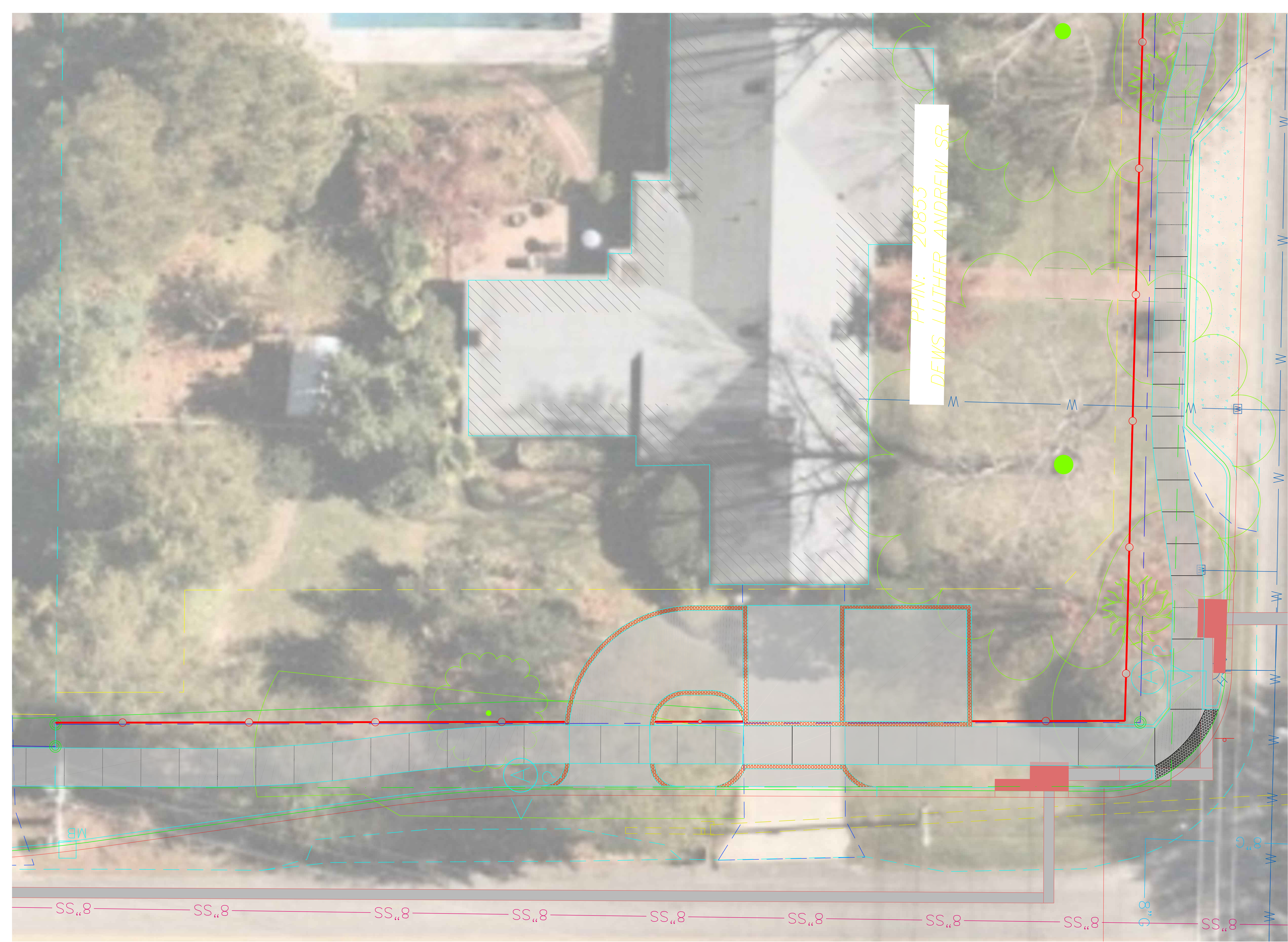
DATE: 12/1/2022

SHEET 1 of 1

2/7/2023 1:10 PM c:\p000\hattiesburg\16886_midtown_streetscape\16886_midtown_streetscape\16886_row.dwg



NOTICE TO DRAWING HOLDER NEEL-SCHAFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.				REVISIONS		DRAWING INFORMATION		MIDTOWN STREETScape PROJECT		 NEEL-SCHAFER <i>Solutions you can build upon</i>		DEWS PROPERTY	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: NS.16886.02	FILENAME: 16886_ROW.dwg	SCALE:						WORKING NUMBER:	DRAWING NUMBER:
				SURVEYED BY: MAPTECH									----
				DSGN: MWE	DATE: 09/2022								
				DRWN: PAN	DATE: 09/2022								
				CHKD:	DATE:								
				QA/QC:	DATE:								



Dews				
Concrete Driveway, With Reinforcement, 6-inch Thickness, With Colored	SY	156	\$125.00	\$19,500.00
Landscaping	LS	1	\$7,500.00	\$7,500.00
4' Decorative Iron Fence, Per Plans	LF	260	\$135.00	\$35,100.00
Concrete Driveway, With Reinforcement, 6-inch Thickness, Exposed Aggregate	SY	45	\$160.00	\$7,200.00
Total				\$69,300.00

|

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link

FORREST COUNTY, MS

Current Date 6/ 2/2023

Tax Year 2022

Records Last Updated 6/ 2/2023

PROPERTY DETAIL

OWNER DEWS L ANDREW TRUST **ACRES** : **NA**
 3011 ARLINGTON LOOP **LAND VALUE** : 50340
IMPROVEMENTS : 130900
 HATTIESBURG MS 39401-0000 **TOTAL VALUE**: 181240
ASSESSED : 18124

PARCEL 2-028N-07-067.00**ADDRESS** 3011 ARLINGTON LOOP**TAX INFORMATION**

YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	1037.12	1037.12	0.00
CITY	962.93	962.93	0.00
SCHOOL	1047.63	1047.63	0.00
TOTAL	3047.68	3047.68	0.00

LAST PAYMENT DATE 12 / 29 / 2022**MISCELLANEOUS INFORMATION**

EXEMPT CODE **LEGAL** LOTS 8-9-10 & S 1/2 11 BLK 7
HOMESTEAD CODE REG **PREV #**:H0584-07-005
TAX DISTRICT 1110 **MONTE VISTA TERRACE**
PPIN 020853
SECTION 07
TOWNSHIP 04N
RANGE 13W **B 1372 P 0519 07/27/2021**

Book 1372**Page** 0519[PURCHASE COUNTY TAX SALE FILES](#)**TAX SALES HISTORY, FOR UNPAID TAXES**

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
-------------	----------------	-------------------------

NO TAX SALES FOUND

[View Appraisal Record](#)

Back

[Forrest County Home](#) | [Online Property Tax Payments](#) | [Online Personal Property Tax Payments](#) | [Online Mobile Home Tax Payments](#) | [Online Car Tag Payments](#)
[Privacy Policy](#) | [Terms of Use](#) | [Contact Us](#) | [Help](#)

QUALIFICATIONS OF ZACHARY H. FAIRLEY

Professional Designations & Affiliations

- ◆ State Certified General Real Estate Appraiser in the State of Mississippi, #GA-1418

Related Job Experience

Zac Fairley Appraisals, LLC December 2019 – Present

Owner - Appraise all forms of real estate, including commercial, industrial, residential, multi-family, subdivision developments, right-of-way, partial interest, and timber land properties.

Collins and Null Appraisals, Inc. April 2007- October 2019

Real Estate Appraiser - Appraise all forms of real estate, including commercial, industrial, residential, rights-of-way, partial interest and timber land. Also includes preparation of documents for court proceedings, review of peer appraisals and expert witness testimony.

Academic Background

Petal High School- Petal, MS - (2003)

High School Diploma

Jones County Junior College - (2005)

Associate of Arts Degree in Business Administration

The University of Southern Mississippi - (2012)

Bachelor of Science in Business Administration (Real Estate, Finance)

Professional Education

Appraisal Principles Course (110) - Dallas, TX	Appraisal Institute	2012
Appraisal Procedures Course (120) - Dallas, TX	Appraisal Institute	2012
Standards of Professional Practice, USPAP - Dallas, TX	Appraisal Institute	2012
Business Practices & Ethics (MAB #49249) Online	Appraisal Institute	2013
General Site Valuation and Cost Approach - Houston, TX	Appraisal Institute	2013
Residential Market Analysis and Highest & Best Use (MAB #7325)	Appraisal Institute	2014
Residential Site Valuation and Cost Approach (MAB #49132)	Appraisal Institute	2014

Residential Sales Comparison and Income Approach	Appraisal Institute	2014
Residential Report Writing and Case Studies	Appraisal Institute	2014
Condemnation Appraising: Principles & Applications (MAB #49179)	Appraisal Institute	2015
USPAP Update (2016-2017)	Appraisal Institute	2016
105 The Uniform Act - Executive Summary	MDOT	2016
General Appraiser Sales Comparison Approach (MAB#49264)	Appraisal Institute	2017
Real Estate Finance, Statistics, and Valuation Modeling (MAB#49442)	Appraisal Institute	2018
USPAP Update (2018-2019)	Appraisal Institute	2018
General Appraiser Income Approach, Part 1 (MAB#49573)	Appraisal Institute	2018
General Appraiser Income Approach, Part 2 (MAB#49342)	Appraisal Institute	2019
General Appraiser Market Analysis & Highest and Best Use (MAB#49647)	Appraisal Institute	2020
Valuation Impacts from Covid-19	Appraisal Institute	2020
General Appraiser Report Writing & Case Studies (MAB#49729)	Appraisal Institute	2020
Advanced Income Capitalization (MAB#49604)	Appraisal Institute	2020
2020-2021 15-Hour Equivalent USPAP (MAB#50212)	Appraisal Institute	2021
2022-2023 7-Hour USPAP Update (MAB#50355)	McKissock	2022

State of Mississippi
MISSISSIPPI REAL ESTATE APPRAISER LICENSING
AND CERTIFICATION BOARD

LICENSE # GA-1418

STATUS: ACTIVE

ZACHARY HUNTER FAIRLEY

HAS BEEN GRANTED A LICENSE AS A
STATE CERTIFIED GENERAL APPRAISER

Effective Date:
05/25/2022



Expiration Date:
05/31/2024

SIGNATURE OF LICENSEE

Robert E. Praytor, Administrator



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Deputy Director
cc:
Date: Tuesday, June 20, 2023
Re: Adopt a Resolution declaring a portion of property identified as Forrest County Parcel PPIN 46013, PPIN 17800, and PPIN 17801 necessary for public use, establishing just compensation and authorizing the Mayor to make a fair market value offer to Hattiesburg Clinic PA and issue a manual check.
File Number: 2023-417
Minute Book #

Summary

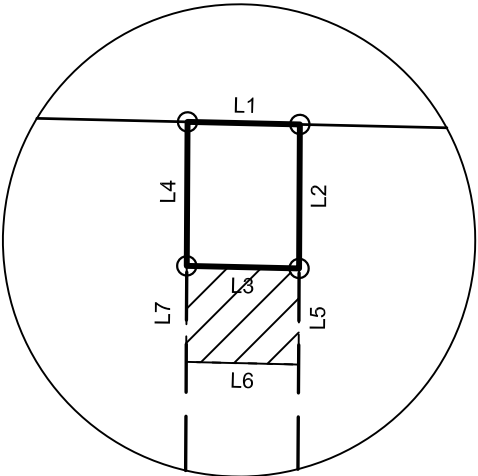
Adopt resolution declaring a portion of property identified as Forrest County Parcel PPIN 46013, PPIN 17800, and PPIN 17801 necessary for public use, approving the appraisal, establishing just compensation and authorizing the mayor to make a fair market value offer to Hattiesburg Clinic PA and any and all interest holders in said property, and to acquire rights to the property from all interests holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 20, 2023 City Council meeting for consideration.

LINE	BEARING	DISTANCE
L1	S 88°40'09" E	11.71'
L2	S 00°19'09" W	15.00'
L3	N 88°40'09" W	11.71'
L4	N 00°19'09" E	15.00'
L5	S 00°19'09" W	10.00'
L6	N 88°40'09" W	11.71'
L7	N 00°19'09" E	10.00'



Detail "A"
Not to Scale

Legend

●

Found Rebar

○

Set #5 Rebar w/ Cap

Temporary Construction Easement

=====

Property Line

Original Lot Line

=====

Right-of-Way Line (Existing)

Right-of-Way Line (Proposed)



BARSCALE
1"=50'

General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Hillsdale Addition Subdivision Platt

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022
Date: December 8, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026



3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

Proposed Right-of-Way Take
for
Hattiesburg Clinic Professional Association
Part of Lot 2, Block 1 Hillsdale Addition
City of Hattiesburg, Forrest County, Mississippi
ppin 46013

DRAWING No.:NS16886_46013.dwg

JOB No.:NS.16886.000

DRAWN BY: J. Byrd

CHECKED BY: J. Black

SCALE: 1"=50'

DATE: 12/12/2022

SHEET 1 of 1

Legal Description Tract 1

A proposed tract of land containing 0.004 acres (176 square feet), more or less, situated in part of Lot 2 Hillsdale Addition to the City of Hattiesburg Forrest County, Mississippi .The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997805, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a Flat Iron Bar found located at the Northeast corner of Lot 1, said Hillsdale Addition, having a MS State plane coordinate of N:662651.58 E:827760.06; thence South 88 degrees 40 minutes 09 seconds East 138.46 feet to a #5 rebar and cap set (N:662648.36 E:827898.48) marking the POINT OF BEGINNING;

Thence South 88 Degrees 40 Minutes 09 Seconds East 11.71 feet to a #5 rebar and cap set;

Thence South 00 Degrees 19 Minutes 09 Seconds West 15.00 feet to a #5 rebar and cap set;

Thence North 88 Degrees 40 Minutes 09 Seconds West 11.71 feet to a #5 rebar and cap set;

Thence North 00 Degrees 19 Minutes 09 Seconds East 15.00 feet to the POINT OF BEGINNING;

Legal Description Temporary Construction Easement:

A proposed Temporary Construction easement containing 0.003 acres (117 square feet), more or less, situated in part of Lot 2 Hillsdale Addition to the City of Hattiesburg Forrest County, Mississippi .The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997805, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a Flat Iron Bar found located at the Northeast corner of Lot 1, said Hillsdale Addition, having a MS State plane coordinate of N:662651.58 E:827760.06; thence South 88 degrees 40 minutes 09 seconds East 138.46 feet to a #5 rebar and cap set (N:662648.36 E:827898.48); thence South 00 degrees 19 minutes 09 seconds East 15.0 feet to a #5 rebar and cap set marking the POINT OF BEGINNING;

Thence South 88 Degrees 40 Minutes 09 Seconds East 11.71 feet to a #5 rebar and cap set;

Thence South 00 Degrees 19 Minutes 09 Seconds West 10.00 feet;

Thence North 88 Degrees 40 Minutes 09 Seconds West 11.71 feet;

Thence North 00 Degrees 19 Minutes 09 Seconds East 10.00 feet to the POINT OF BEGINNING.

Items for City of Hattiesburg Agenda:

Adopt resolution declaring a portion of property identified as Forrest County Parcel PPIN 46013, PPIN 17800, and PPIN 17801 necessary for public use, establishing just compensation and authorizing the mayor to make a fair market value offer to Hattiesburg Clinic PA and any and all interest holders in said property, and to acquire rights to the property from all interests holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended

RESOLUTION

WHEREAS, upon careful consideration, the City of Hattiesburg, Mississippi, (hereinafter “City”), acting by and through the City Council, has determined it to be in the best interests of the citizens of the City to construct improvements in Midtown Hattiesburg, including on and adjacent to Arlington Loop, 30th Avenue and 31st Ave, located within the City limits; and

WHEREAS, to accomplish this project, the City finds it necessary to acquire for public use all or part of certain property belonging to the following landowners or their successors in title and/or other parties interested in said property which is more particularly described as Forrest County PPINs 46013, 17800, 17801 and in the construction plans for the project, which plans are made a part hereof by reference; and

WHEREAS, an appraisal of the subject property was conducted by Zac Fairley Appraisals & Consulting, a licensed real estate appraiser, on April 26, 2023, showing the fair market value of the interests to be acquired to be \$47,430 said appraisal being attached hereto as Exhibit “A”; and

**Forrest County Parcels PPINs 46013, 17800, 17801
Hattiesburg Clinic P.A.**

NOW, THEREFORE, LET IT BE KNOWN THAT the appraisal by Zac Fairley Appraisals & Consulting, a licensed real estate appraiser, on April 26, 2023, of said property is approved, and the appraised value of \$47,430 for the interests to be acquired is acknowledged to be just compensation for said parcel, and the Mayor or his representative is authorized to make a Fair Market Value offer to the owner(s) of said parcel, and, if accepted, the Mayor is authorized to execute any and all documents required to complete said transaction, including the issuance of a manual check in payment.

The above and foregoing Resolution, having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and adopted by the following vote:

YEAS: NAYS: ABSENT:

The President thereby declared the motion carried and the Resolution adopted this the
__ Day of June, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the
Mayor, this the __ Day of June, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Establishment of Just Compensation Offer

The property that is the subject of this offer of just compensation is as follows:

Owner: Hattiesburg Clinic PA
PPIN: 46013, 17801, 17800 (the area(s) to be acquired as shown on Exhibit A)
Project No: DECD-0018(36)BO
County: Forrest

Under the authority conveyed to me by the Hattiesburg City Council, and based on the recommended appraisal for the above-named property, which is inclusive of all compensable interests, I, *Toby Barker*, Mayor of the city of Hattiesburg, do hereby establish the City of Hattiesburg's offer of what is believed to be just compensation for the acquisition of the real property rights specified in Exhibit A hereto, in the amount of \$47,430.

Signed _____ Date _____

NOTICE

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests/owners.



LINE	BEARING	DISTANCE
L1	S 88°40'09" E	150.00'
L2	S 00°18'09" W	10.00'
L3	N 88°40'09" W	150.00'
L4	N 00°19'09" E	10.00'

Legend

- Found Rebar
Set #5 Rebar w/ Cap
Temporary Construction Easement
Property Line
Original Lot Line
Right-of-Way Line (Existing)
Right-of-Way Line (Proposed)

POINT OF COMMENCEMENT
Tract I & Temporary Construction Easement

Found Flat Iron Bar
NE corner of Lot 1, Block 1
Hillsdale Addition
Forrest County, Mississlppl
N:662651.58 E:827760.06
Scale Factor: 0.99997805
Convergence: -0° 15' 38"

POINT OF BEGINNING

Set #5 Rebar w/ C
N:662648.09 E:827910
S 89°40'09" E 150.17'

ARLINGTON LOOP (50' Right-of-Way)

Tract I
0.034 Acres
1,500 Sq.Ft.

Hattiesburg Clinic
Professional Association
Part of Lot 2, Block 1
Hillsdale Addition

Legal Description Tract 1

A proposed tract of land containing 0.924 acres (1,500 square feet), more or less, situated in part of lot 2, Middle Addition to the City of Hattiesburg Forest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, 9.5 feet, using a scale factor of 0.99973805, a convergence angle of 4 degrees 15 minutes 56 seconds developed at the below described Cornering point and being more particularly described as follows:

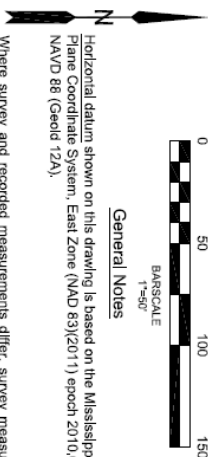
Commencing at a flag iron bar found located at the Northeast corner of Lot 1, said Hillside Addition, having a MS State plane coordinate of N:66265.58 E:827760.06, thence South 88 degrees 40 minutes 09 seconds East 150.17 feet to a 85 rebar and cap set (N:66268.09 E:827910.19) marking the POINT OF BEGINNING;

Thence South 88 Degrees 40 Minutes 09 Seconds East 150.00 feet to a #5 rebar and c

Thence South 00 Degrees 19 Minutes 09 Seconds West 10.00 feet to a #5 rebar and cap set;

Thence North 88 Degrees 40 Minutes 09 Seconds West 150.00 feet to a #5 rebar and cap set

Thence North 00 Degrees 19 Minutes 09 Seconds East 10.00 feet to the POINT OF BEGINNING;



General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Hillsdale Addition Subdivision Plat

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 2.10 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022
Date: December 8, 2022

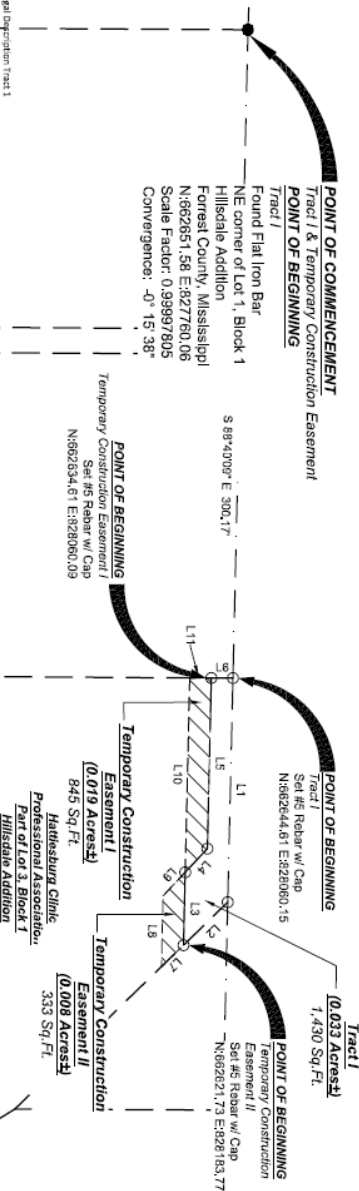
Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

 MAPTECH, INC. Surveying Mapping Remote Sensing	
3118 GREENBENT ROAD JACKSON, MISSISSIPPI 39208-9706 PHONE: (601) 664-1100 FAX: (601) 664-1101 WWW.MAPTECH.COM	
<i>Proposed Right-of-Way Take</i> <i>for</i> Hattiesburg Clinic Professional Association Part of Lot 2, Block 1 Hillsdale Addition City of Hattiesburg, Forrest County, Mississippi <i>p/nn 17801</i>	
DRAWING NO.: NS16586_17801.dwg	JOB NO.: NS.16586.000
DRAWN BY: J. Byrd	CHECKED BY: J. Black
SCALE: 1"=60'	DATE: 12/12/2022 SHEET 1 of 1

Legend

- Found Rebar
- Set #5 Rebar w/ Cap
- Temporary Construction Easement
- Property Line
- Original Lot Line
- Right-of-Way Line (Existing)
- Right-of-Way Line (Proposed)

LINE	BEARING	DISTANCE
L1	S 88°40'00" E	103.76'
L2	S 44°10'30" E	28.54'
L3	S 88°40'00" W	23.00'
L4	N 48°50'27" W	14.00'
L5	N 88°40'00" W	473.00'
L6	N 00°19'00" E	10.00'
L7	S 44°10'30" E	14.27'
L8	N 88°40'00" W	32.76'
L9	S 44°10'30" E	10.00'
L10	N 88°40'00" W	30.00'
L11	N 00°19'00" E	10.00'



Legal Description Tract 1
A proposed piece of land containing 0.033 acres (1,430 square feet), more or less, situated in part of lot 3 Hillsdale Addition to the City of Hattiesburg, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, MDD 83, grid values, U.S. Feet, using a scale factor of 0.99979205, a convergence angle of -0.4 degrees 15 minutes 38 seconds developed at the below described Commencing point and being more particularly described as follows:
Commencing at a flat iron bar found located at the Northwest corner of Lot 1, said Hillsdale Addition, having a MS State plane coordinate of N:662651.58 E:827760.06
Thence South 88 Degrees 40 Minutes 09 Seconds East 103.76 feet to a 85 rebar and cap set;
Thence North 44 Degrees 10 Minutes 30 Seconds East 28.54 feet to a 85 rebar and cap set;
Thence North 88 Degrees 40 Minutes 37 Seconds West 15.50 feet to a 85 rebar and cap set;
Thence North 88 Degrees 40 Minutes 37 Seconds West 15.50 feet to a 85 rebar and cap set;
Thence North 30 Degrees 19 Minutes 39 Seconds East 10.00 feet to the POINT OF BEGINNING.

Legal Description Temporary Construction Easement No. 1:
A proposed Temporary Construction easement containing 0.019 acres (845 square feet), more or less, situated in part of lot 3 Hillsdale Addition to the City of Hattiesburg, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, MDD 83, grid values, U.S. Feet, using a scale factor of 0.99979205, a convergence angle of -0.4 degrees 15 minutes 38 seconds developed at the below described Commencing point and being more particularly described as follows:
Commencing at a flat iron bar found located at the Northwest corner of Lot 1, said Hillsdale Addition, having a MS State plane coordinate of N:662651.58 E:827760.06
Thence South 88 Degrees 40 Minutes 09 Seconds East 103.76 feet to a 85 rebar and cap set;
Thence North 44 Degrees 10 Minutes 30 Seconds East 28.54 feet to a 85 rebar and cap set;
Thence North 88 Degrees 40 Minutes 37 Seconds West 15.50 feet to a 85 rebar and cap set;
Thence North 88 Degrees 40 Minutes 37 Seconds West 15.50 feet to a 85 rebar and cap set;
Thence North 30 Degrees 19 Minutes 39 Seconds East 10.00 feet to the POINT OF BEGINNING.

Legal Description Temporary Construction Easement No. 2:
A proposed Temporary Construction easement containing 0.008 acres (333 square feet), more or less, situated in part of lot 3 Hillsdale Addition to the City of Hattiesburg, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, MDD 83, grid values, U.S. Feet, using a scale factor of 0.99979205, a convergence angle of -0.4 degrees 15 minutes 38 seconds developed at the below described Commencing point and being more particularly described as follows:
Commencing at a flat iron bar found located at the Northwest corner of Lot 1, said Hillsdale Addition, having a MS State plane coordinate of N:662651.58 E:827760.06
Thence South 88 Degrees 40 Minutes 09 Seconds East 103.76 feet to a 85 rebar and cap set;
Thence North 44 Degrees 10 Minutes 30 Seconds East 28.54 feet to a 85 rebar and cap set;
Thence North 88 Degrees 40 Minutes 37 Seconds West 15.50 feet to a 85 rebar and cap set;
Thence North 88 Degrees 40 Minutes 37 Seconds West 15.50 feet to a 85 rebar and cap set;
Thence North 30 Degrees 19 Minutes 39 Seconds East 10.00 feet to the POINT OF BEGINNING.



General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat:

Hillsdale Addition Subdivision Plat
Title examination by Jaaskson, Tullios, Rogers & Morgan, PLLC

CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.10 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land and Surveyor.

Field Surveys complete December 2022
Date: December 8, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

MAPTECH, INC.
3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39206-8706
PHONE: (601) 664-1566 MAPTECH-SURVEY@COM

Proposed Right-of-Way Take
for
Hattiesburg Clinic Professional Association
Part of Lot 3, Block 1 Hillsdale Addition
City of Hattiesburg, Forrest County, Mississippi
ppin 17800

DRAWING No.: NS16886_17800.dwg	JOB No.: NS.16886.000
DRAWN BY: J. Byrd	CHECKED BY: J. Black
SCALE: 1"=50'	DATE: 12/12/2022 SHEET 1 of 1



FAIR MARKET VALUE OFFER

Owner: Hattiesburg Clinic P.A.

PPIN: 46013, 17800, 17801

Project No: DECD-0018(36)BO

City/County: Hattiesburg / Forrest

It is necessary that the City of Hattiesburg acquire from you, Hattiesburg Clinic P.A., certain property necessary for the construction of this project.

The identification of the real property and the particular interests being acquired are indicated on the attached instrument. It is assumed that Hattiesburg Clinic P.A. is donating temporary construction easement interests.

The value of the real property interests being acquired is based on the fair market value of the property and is not less than the approved appraised value/waiver valuation, disregarding any decrease or increase in the fair market value caused by the project.

This fair market value offer includes all damages and is based on our approved Appraisal Valuation in the amount of \$47,430.

Land Value:	\$46,590
Improvements:	\$840
Damages:	\$0
Total Fair Market Value Offer	\$47,430

This Appraisal Valuation was made based upon recent market data in this area.

This acquisition does not include oil, gas, or mineral rights, but includes all other interests.

Unless noted otherwise, this acquisition does not include any items which are considered personal property under Mississippi State Law. Examples of such items are household and office furniture and appliances, machinery, business and farm inventory, etc.

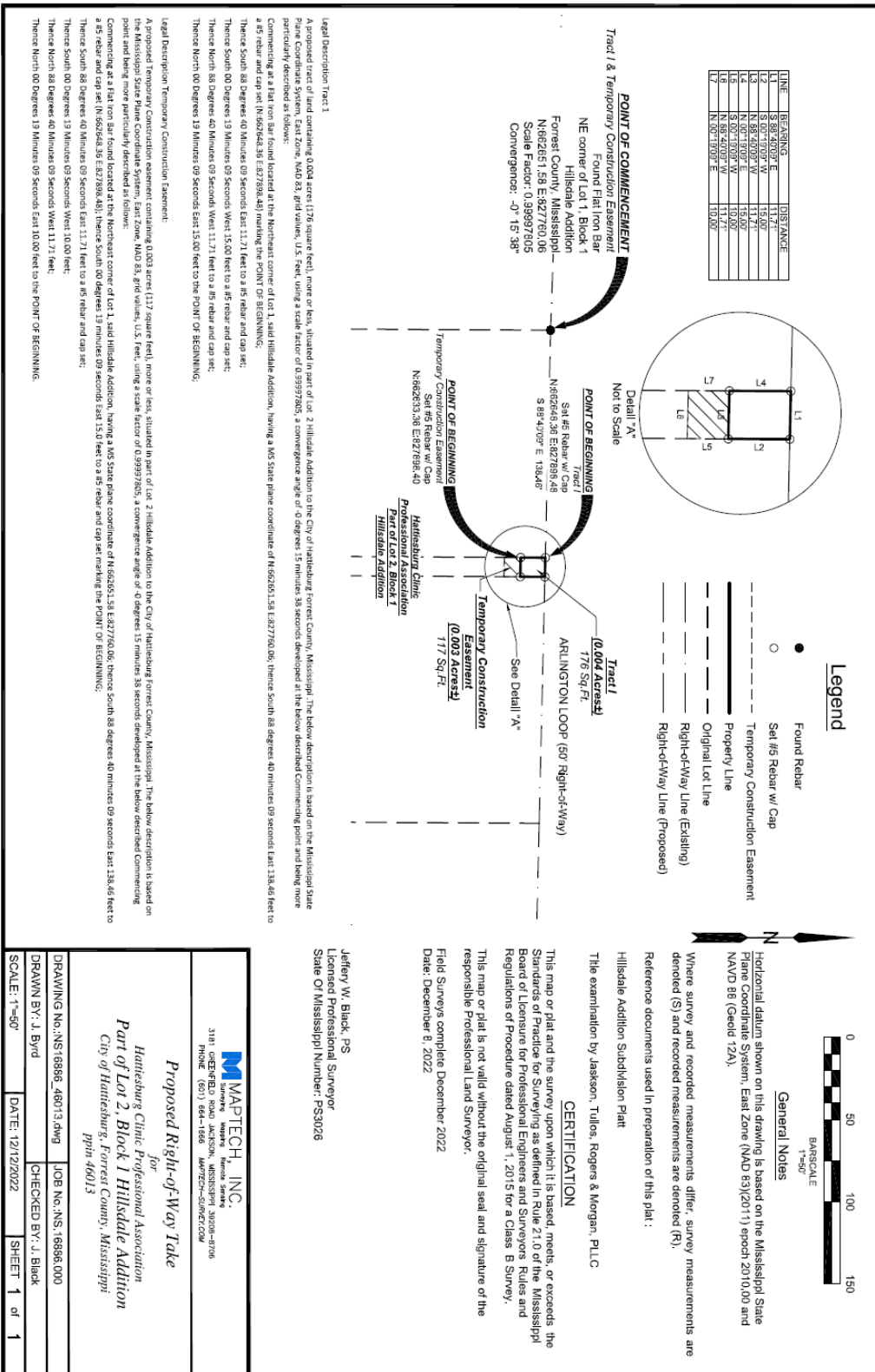
The real property improvements being acquired are further described in Exhibit A.

Under the authority conveyed to me by resolution of the Hattiesburg City Council, and based on the recommended appraisal for the above-described property, which is inclusive of all compensable interests, including leasehold interests, I, do hereby make the City of Hattiesburg's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of \$47,430.

If this offer is accepted, you will execute a warranty deed, and any leasehold interests will also be required to execute a quit claim deed. If you have a mortgage in place, a partial release of the acquired property from the mortgage may have to be secured from your lender and/or your lender may be made a payee on the check for payment. You will also be required to provide a duly executed W-9 form for tax reporting, and you may be required to execute a closing statement and other ancillary documents when funds are exchanged.

Signed _____ Date _____

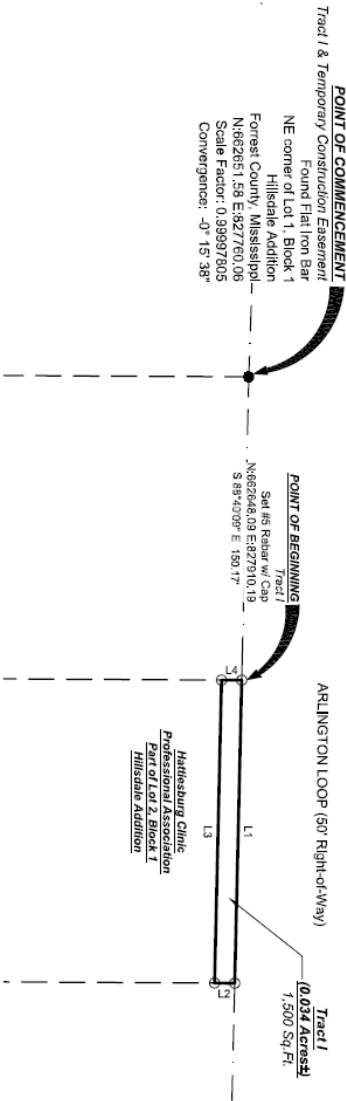
Exhibit A



Legend

- Found Rebar
- Set #5 Rebar w/ Cap
- Temporary Construction Easement
- Property Line
- Original Lot Line
- Right-of-Way Line (Existing)
- Right-of-Way Line (Proposed)

LINE	BEARING	DISTANCE
L1	S 00° 13' 09" E	150.00'
L2	S 00° 13' 09" W	150.00'
L3	N 88° 40' 09" W	150.00'
L4	N 00° 13' 09" E	10.00'



Legal Description Tract 1
A proposed tract of land containing 0.034 acres (1,500 square feet), more or less, situated in part of lot 2 Hillsdale Addition to the City of Hattiesburg Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.9997305, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Commencing point and being more particularly described as follows:
Commencing at a Flat Iron Bar found located at the Northeast corner of Lot 1, said Hillsdale Addition, having a MS State plane coordinate of N 88° 26' 51.58" E 83° 27' 60.06"; thence South 88 degrees 40 minutes 09 seconds East 150.17 feet to a #5 rebar and cap set; thence North 88 Degrees 40 Minutes 09 Seconds West 150.00 feet to a #5 rebar and cap set; thence South 88 Degrees 40 Minutes 09 Seconds East 150.00 feet to a #5 rebar and cap set; thence North 00 Degrees 13 Minutes 09 Seconds East 10.00 feet to the POINT OF BEGINNING.

General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat:

Hillsdale Addition Subdivision Plat

Title examination by Jackson, Tullos, Rogers & Morgan, PLLC

CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors. Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.
This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.
Field Surveys complete December 2022
Date: December 8, 2022

Jeffery M. Black, P.S.
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

MAPTECH, INC.
Surveying Boundary Surveying
3181 GARDENED ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE: (601) 964-1888 MAPTECH-SURVEYING.COM

Proposed Right-of-Way Take
for
Hattiesburg Clinic Professional Association
Part of Lot 2, Block 1 Hillsdale Addition
City of Hattiesburg, Forrest County, Mississippi
ppin 17801

DRAWING No.: NS 16886_17801.dwg	JOB No.: NS 16886.000
DRAWN BY: J. Byrd	CHECKED BY: J. Black
SCALE: 1"=50'	DATE: 12/12/2022
	SHEET 1 of 1

Legend

- Found Rebar
- Set #6 Rebar w/ Cap
- Temporary Construction Easement
- Property Line
- Original Lot Line
- Right-of-Way Line (Existing)
- Right-of-Way Line (Proposed)

LINE	BEARING	DISTANCE
1	S 88°42'09" E	103.17'
2	S 88°42'09" E	33.76'
3	N 48°40'09" W	33.76'
4	N 48°50'57" W	15.00'
5	N 88°42'09" W	73.00'
6	N 88°42'09" W	15.00'
7	N 88°42'09" W	15.00'
8	N 88°42'09" W	15.00'
9	N 88°42'09" W	15.00'
10	N 88°42'09" W	15.00'
11	N 00°19'07" E	10.00'

POINT OF COMMENCEMENT

Tract I & Temporary Construction Easement
POINT OF BEGINNING

Tract I

Found Flat Iron Bar

NE corner of Lot 1, Block 1

Hillsdale Addition

Forrest County, Mississippi

N 88°28'51.58" E 327780.08

Scale Factor: 0.99897805

Convergence: -0°15'38"

POINT OF BEGINNING

Tract I

Set #6 Rebar w/ Cap

N 88°28'51.58" E 327800.15

1,430 Sq. Ft.

POINT OF BEGINNING

Tract II

Set #6 Rebar w/ Cap

N 88°28'11.75" E 3282183.77

1,430 Sq. Ft.

POINT OF BEGINNING

Tract I

Set #6 Rebar w/ Cap

N 88°28'51.58" E 327800.08

POINT OF BEGINNING

Tract I

Set #6 Rebar w/ Cap

N 88°28'51.58" E 327800.08

POINT OF BEGINNING

Tract II

Set #6 Rebar w/ Cap

N 88°28'11.75" E 3282183.77

POINT OF BEGINNING

Tract I

Set #6 Rebar w/ Cap

N 88°28'51.58" E 327800.08

POINT OF BEGINNING

Tract II

Set #6 Rebar w/ Cap

N 88°28'11.75" E 3282183.77

POINT OF BEGINNING

Tract I

Set #6 Rebar w/ Cap

N 88°28'51.58" E 327800.08

POINT OF BEGINNING

Tract II

Set #6 Rebar w/ Cap

N 88°28'11.75" E 3282183.77

Legal Description Tract 1

A proposed tract of land containing 0.033 acres (1,430 square feet), more or less, situated in part of Lot 3, Hillsdale Addition to the City of Hattiesburg, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99897805, a convergence angle of -0°15'38" seconds developed at the below described Commencing point and using more particularly described as follows:

Commencing at a Flat Iron Bar found located at the Northeast corner of Lot 1, and Hillsdale Addition, bearing a MS State Plane coordinate of N 88°28'51.58" E 327780.08; thence South 88 degrees 42 minutes 39 seconds East 320.17 feet to a 85 rebar and cap set (N 88°28'51.58" E 327780.08);

thence South 88 degrees 42 minutes 39 seconds East 32.54 feet to a 85 rebar and cap set;

thence North 88 degrees 42 minutes 39 seconds West 33.76 feet to a 85 rebar and cap set;

thence North 88 degrees 42 minutes 39 seconds West 33.76 feet to a 85 rebar and cap set;

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thence North 88 degrees 42 minutes 39 seconds West 33.76 feet to a 85 rebar and cap set;

thence North 88 degrees 42 minutes 39 seconds West 33.76 feet to a 85 rebar and cap set;



General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat:

Hillsdale Addition Subdivision Plat

Title examination by Jackson, Tullis, Rogers & Morgan, PLLC

CERTIFICATION

This map or plat and the survey upon which it is based, meets or exceeds the Standards of Practice for Surveying as defined in Rule 27.10 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

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Field Surveys complete December 2022

Date: December 8, 2022

Jeffrey W. Black, P.S.
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

MAPTECH, INC.
Surveyors
3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8700
PHONE (601) 564-1866
MAYTECH-SURVEY.COM

Proposed Right-of-Way Take
for
Hattiesburg Clinic Professional Association
Part of Lot 3, Block 1 Hillsdale Addition
City of Hattiesburg, Forrest County, Mississippi
p/nn 17800

DRAWING No.: NS16886_17800.dwg

DRAWN BY: J. Byrd

SCALE: 1"=50'

JOB No.: NS_16886_000

CHECKED BY: J. Black

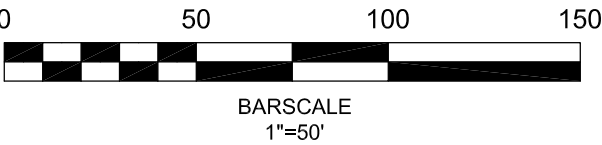
DATE: 12/12/2022

SHEET 1 of 1

Legend

- Found Rebar
- Set #5 Rebar w/ Cap
- - - - - Temporary Construction Easement
- - - - - Property Line
- - - - - Original Lot Line
- ==== Right-of-Way Line (Existing)
- ==== Right-of-Way Line (Proposed)

LINE	BEARING	DISTANCE
L1	S 88°40'09" E	103.76'
L2	S 44°10'30" E	28.54'
L3	N 88°40'09" W	33.76'
L4	N 46°50'57" W	15.00'
L5	N 88°40'09" W	79.00'
L6	N 00°19'09" E	10.00'
L7	S 44°10'30" E	14.27'
L8	N 88°40'09" W	32.76'
L9	N 46°50'57" W	15.00'
L10	N 88°40'09" W	90.00'
L11	N 00°19'09" E	10.00'



General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

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Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

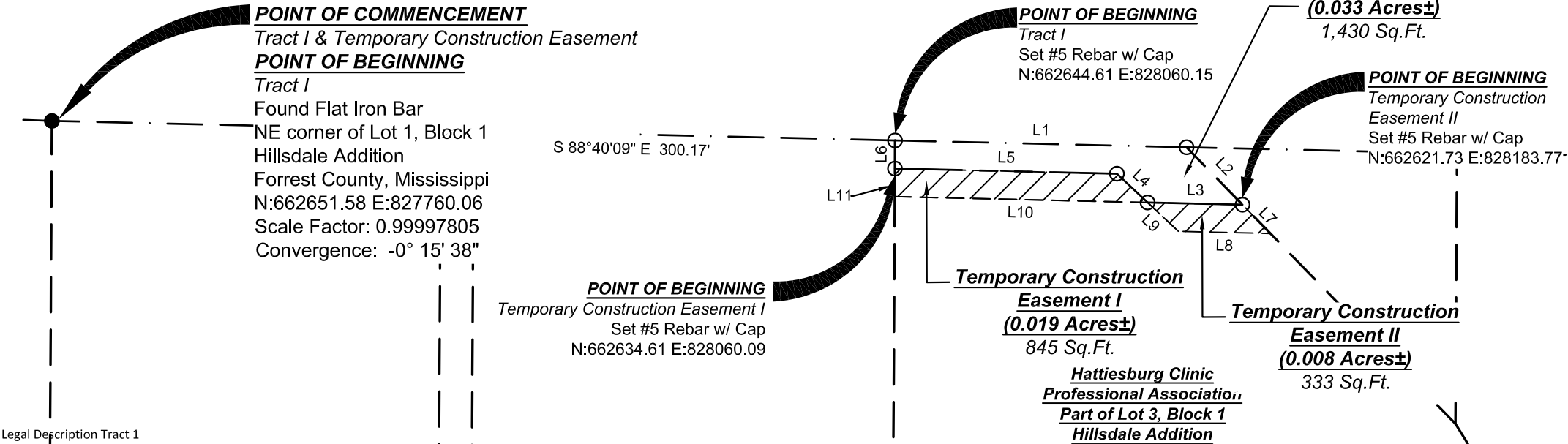
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Field Surveys complete December 2022
Date: December 8, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026



Legal Description Tract 1
A proposed tract of land containing 0.033 acres (1,430 square feet), more or less, situated in part of Lot 3 Hillsdale Addition to the City of Hattiesburg Forrest County, Mississippi .The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997805, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a Flat Iron Bar found located at the Northeast corner of Lot 1, said Hillsdale Addition, having a MS State plane coordinate of N:662651.58 E:827760.06; thence South 88 degrees 40 minutes 09 seconds East 300.17 feet to a #5 rebar and cap set (N:662644.61 E:828060.15) marking the POINT OF BEGINNING;

Thence South 88 Degrees 40 Minutes 09 Seconds East 103.76 feet to a #5 rebar and cap set;

Thence South 44 Degrees 10 Minutes 30 Seconds East 28.54 feet to a #5 rebar and cap set;

Thence North 88 Degrees 40 Minutes 09 Seconds West 33.76 feet to a #5 rebar and cap set;

Thence North 46 Degrees 50 Minutes 57 Seconds West 15.00 feet to a #5 rebar and cap set;

Thence North 88 Degrees 40 Minutes 09 Seconds West 79.00 feet to a #5 rebar and cap set;

Thence North 00 Degrees 19 Minutes 09 Seconds East 10.00 feet to the POINT OF BEGINNING;

Legal Description Temporary Construction Easement No. 1:

A proposed Temporary Construction easement containing 0.019 acres (845 square feet), more or less, situated in part of Lot 3 Hillsdale Addition to the City of Hattiesburg, Forrest County, Mississippi .The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997805, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a Flat Iron Bar found located at the Northeast corner of Lot 1, said Hillsdale Addition, having a MS State plane coordinate of N:662651.58 E:827760.06; thence South 88 degrees 40 minutes 09 seconds East 300.17 feet to a #5 rebar and cap set (N:662644.61 E:828060.15); thence South 00 degrees 19 minutes 09 seconds West 10.0 feet to a #5 rebar and cap set marking the POINT OF BEGINNING;

Thence South 88 Degrees 40 Minutes 09 Seconds East 79.00 feet to a #5 rebar and cap set;

Thence South 46 Degrees 50 Minutes 57 Seconds East 15.00 feet to a #5 rebar and cap set;

Thence North 88 Degrees 40 Minutes 09 Seconds West 90.00 feet;

Thence North 00 Degrees 19 Minutes 09 Seconds East 10.00 feet to the POINT OF BEGINNING.

Legal Description Temporary Construction Easement No. 2:

A proposed Temporary Construction easement containing 0.019 acres (845 square feet), more or less, situated in part of Lot 3 Hillsdale Addition to the City of Hattiesburg Forrest County, Mississippi .The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997805, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a Flat Iron Bar found located at the Northeast corner of Lot 1, said Hillsdale Addition, having a MS State plane coordinate of N:662651.58 E:827760.06; thence South 88 degrees 40 minutes 09 seconds East 403.93 feet; thence South 44 degrees 10 minutes 30 seconds East 28.54 feet to a #5 rebar and cap set marking the POINT OF BEGINNING;

Thence South 44 Degrees 10 Minutes 30 Seconds East 14.27 feet to a #5 rebar and cap set;

Thence North 88 Degrees 40 Minutes 09 Seconds West 32.76 feet to a #5 rebar and cap set;

Thence North 46 Degrees 50 Minutes 57 Seconds West 15.00 feet to a #5 rebar and cap set;

Thence South 88 Degrees 40 Minutes 09 Seconds East 33.76 feet to the POINT OF BEGINNING.



3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

*Proposed Right-of-Way Take
for
Hattiesburg Clinic Professional Association
Part of Lot 3, Block 1 Hillsdale Addition
City of Hattiesburg, Forrest County, Mississippi
ppin 17800*

DRAWING No.:NS16886_17800 .dwg JOB No.:NS.16886.000

DRAWN BY: J. Byrd CHECKED BY: J. Black

SCALE: 1"=50' DATE: 12/12/2022 SHEET 1 of 1

APPRAISAL REPORT

Parcel Number(s) (PPIN No. 46013, 17800, 17801)
Owner Hattiesburg Clinic
Occupied / Leased Vacant
County Forrest
Project Description Midtown Streetscape Project
Effective Date of the Appraisal 04/26/2023
Report Date 06/02/2023
Report Requested for Original Appraisal

Prepared For



The City of Hattiesburg
c/o Ann Jones, Chief Administrative Officer
P.O. Box 1898
Hattiesburg, MS 39403

This Appraisal Report Was Prepared By



ZAC FAIRLEY APPRAISALS & CONSULTING

601-466-2750 ZFAPPRaiser@GMAIL.COM

Possession of this report does not carry or imply a right of use and/or publication. This real property appraisal report is the property of the City of Hattiesburg and may not be utilized or cited in whole or in part without the express written consent of an authorized agent or official of the City of Hattiesburg.

Table of Contents

Appraisal Report	2
Property Owner Contact Record	2
Summary of Facts and Findings	3
Certificate of Appraiser	4
Appraisal Scope of the Work	5
Identification of Client and Intended Users	5
Intended Use of the Appraisal Report	5
Purpose of the Appraisal	5
Parameters of Data Search	5
Extent of Property Inspection	5
Valuation Process	6
Property Rights Appraised	6
Fair Market Value Defined	6
Assumptions and Limiting Conditions	7
Extraordinary Assumptions and Hypothetical Conditions	8
Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)	9
Area & Neighborhood Data	11
Site Description	12
Whole Tract and Larger Parcel Declaration	19
Highest and Best Use Analysis	21
Ownership History and Tax Information	23
Approaches to Value	24
Sales Comparison Approach – (Land) – Before Value	26
Explanation of Adjustment-(Land)	28
Final Reconciliation of Value	30
Addenda	1
Terms and Definitions	1
Legal Description(s)	11

Appraisal Report

Parcel No.	(PPIN No. 46013, 17801, 17800)	Project No. (new)	Midtown Streetscape Project
County	Forrest		
Owner(s):	Hattiesburg Clinic c/o Kyle Thornton	Address:	415 S 28th Avenue
Phone:	601-579-3476		Hattiesburg, MS 39401

Estate Appraised:	☒ Fee	Area of Whole Tract	2.7108 Acres
	☒ Easement	Area of Remaining Tract	2.6398 Acres
	☐ Other	Area to be Acquired	3,106 Sq. Ft. or 0.0710 Acres

Parcel	PPIN	Permanent Easement	Temporary Easement
	46013	0.004 Ac or 176 SF	0.003 Ac or 117 SF
8	17801	0.034 Ac or 1,500 SF	NA
9	17800	0.033 Ac or 1,430 SF	0.019 Ac or 845 SF (1) 0.008 Ac or 333 SF (2)
	TOTALS	0.0710 Ac or 3,106 SF	0.030 Ac or 1,295 SF

Within the scope of the assignment and consistent with USPAP Standard Rules 1 and 2-2, the following analyses, opinions and conclusions have been developed and are reported in this **Appraisal Report**.

Property Owner Contact Record

Subject Property Inspection Dates: April 24th, 2023

The property owner or their designated representative **was** offered an opportunity to accompany the appraiser performing this appraisal during the appraisal inspection of the property. A Right of Way Acquisition Guide delivered **to the property representative** on April 24th, 2023. *(If opportunity was not offered, explain in comments)*

Contact Comments			
A State Aid Right of Way Acquisition Guide and plats of the property were delivered to Kyle Thornton, Hattiesburg Clinic Administration, on April 24th, 2023 during the site visit. During this meeting, we discussed the various Hattiesburg Clinic owned properties that are affected by the project. Mr. Thornton and I discussed each plat individually, and discussed the overall project intentions. After our meeting, I inspected the subject property via the public roadways and access drives.			
Is the Property being Leased or Rented? ☐ Yes ☒ No			
Lessor:		Lessee:	
Terms of Lease:			

Date 06/02/2023

Appraiser (sig.)



(name)
(License)

Zachary H. Fairley
Certified General Real Estate Appraiser, GA-1418

Summary of Facts and Findings

Project No. Midtown Streetscape Project	Parcel No. (PPIN No. 46013, 17800, 17801)
Property Owner: Hattiesburg Clinic; c/o Kyle Thornton, Administration Address: 415 S. 28 th Avenue, Hattiesburg, MS 39401 Phone: 601-579-3476	
Identification of the Property Appraised:	<i>Brief description of property identification, such as Section, Township, Range, Lot and Block, Street Address, etc.</i>
The subject property is estimated to be +/- 2.7108 acres of land located along the southern border of Arlington Loop. The parent tract is considered to be those properties owned or operated by Hattiesburg Clinic.	
Estate Appraised:	<i>(Fee, Easement, Other)</i>
Fee Simple- Easement	
Size of the Whole Tract (Before):	2.7108 Acres
Size of the Remaining Parcel (After):	2.6398 Acres
Size of the Area to be Acquired:	0.0710 Acres – (3,106 Sq. Ft.) – Perm. Acquisition 0.030 Acres – (1,295 Sq. Ft.) – Temp. Easement
Highest and Best Use Before (Whole Tract):	Commercial development
Highest and Best Use After (Whole Tract):	Commercial development
Unit Value of the Land (Before)	\$15.00/sf
Unit Value of the Land (After)	\$15.00/sf
Improvements:	<i>(Briefly describe the improvements, such as, single family house, shed, barn, etc.)(List any personal property not covered in the appraisal report.)</i>
The property is improved with a Class A medical office building operated at Hattiesburg Clinic Support Services. The improvements are not being affected by the proposed acquisition area and for this reason they were not valued in this report. The values stated in this report are for the land only.	

Total Before Value:	\$1,772,070
Total After Value:	\$1,721,270
Just Compensation:	\$50,800

Effective Date of the Appraisal:	04/26/23
Date of Report:	06/02/23

Certificate of Appraiser

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct; The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and legal instructions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions;

I have no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved;

Neither my engagement or my compensation for completing this appraisal assignment was contingent upon my developing or reporting a predetermined result, predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;

The real property appraisal documented in this appraisal report was completed in accordance with the Laws of the State of Mississippi, the real property appraisal documented in this appraisal report was completed in conformity with the standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP).

This appraisal conforms with the appropriate State laws, regulations, policies, and procedures applicable to the appraisal of rights of way for highway purposes;

Unless expressly stated otherwise in this report, I made a personal inspection of the property appraised and the property owner, or his/her designated representative, was given the opportunity to accompany me on the inspection;

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property;

Unless expressly stated otherwise in this report, no one provided significant professional assistance to me in the performance of this appraisal;

I have not performed any services regarding the subject property by the appraiser within the three (3) year period immediately preceding acceptance of the assignment, as an appraiser or any other capacity; If applicable:

I have not revealed the findings and results of this appraisal report to anyone other than the proper officials of the City of Hattiesburg, and I will not do so until authorized by the property authorities or until required by law.

Based upon my independent appraisal and the exercise of my professional judgment, it is my opinion that the valuation of the subject property is as follows:

Fair Market Value of the Whole Tract (as defined in this report)	Before	\$1,772,070
Fair Market Value of the Remainder Property	After	\$1,721,270
The difference between the Fair Market Value of the whole tract and the remainder is		\$50,800

as of 04/26/23, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Date 06/02/2023

Appraiser (sig.)

(name)

Zachary H. Fairley

(License)

State Certified General Real Estate Appraiser, GA-1418

Parcel No. Parcels 8 & 9

Project No. Midtown Streetscape Project

Unimproved Property Appraisal Report (Revised: 2014)

Page 4

Appraisal Scope of the Work

Identification of Client and Intended Users

The City of Hattiesburg requested appraisal of the property described in this report. The intended user of this appraisal report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein.

Intended Use of the Appraisal Report

The facts, analyses, opinions, and conclusions contained in this appraisal report establish an estimate of just compensation, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation in this appraisal report includes the fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi, and, upon determination by appraisal review that this appraisal report complies with all applicable standards and requirements, serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the “real property” described herein.

Purpose of the Appraisal

The purpose of the appraisal is to render an opinion as to the Fair Market Value of specified real property as of the stated date and, through application of the Before and After Rule as prescribed under the laws of the State of Mississippi, the valuation of the remainder of specified real property. The difference between these two valuations is the value being sought by the client and is reported to the client as the “opinion of just compensation”.

Parameters of Data Search

The scope of the assignment is to collect and verify as completely as possible, comparable sales, and rentals, if applicable, from within the subject area, or other areas that, in the opinion of the appraiser, are reasonably comparable to the subject area, so that a value conclusion may be derived.

Sources of the data, utilized for this appraisal, include county deed records, real estate brokers, real estate appraisers, and other individuals knowledgeable in the local real estate market and, as applicable and appropriate, other individuals knowledgeable in specific types of property. One or more of the principals involved in the transactions, grantor, grantee, attorney, financier, broker of the transaction, or their representatives, have verified the market sales used in this report. Mississippi is a non-disclosure State. Other than the recordation of a deed, there is no legal requirement for grantors, grantees, or other parties to a transaction, to disclose any information relative to the transfer of real property. Since there is no legal requirement for the deed to include the transaction price when it is recorded, it is possible that there are transactions for which purchase price data could not be obtained.

Extent of Property Inspection

Per the USPAP Scope of Work Rule, “*The report must contain sufficient information to allow intended users to understand the scope of work performed*”. The extent of the subject property inspection, including interior and exterior areas, is required content of the appraisal report per the USPAP scope of work rule and per guidance from the FHWA regarding requirements for scope of work. The “extent of the inspection process” includes, but is not limited to: a declaration as to the part or parts of the property that were actually viewed or not viewed during the inspection; for structures and other improvements, whether such items were physically measured by the appraiser, whether interior and/or exterior inspection was performed for each item, and a declaration regarding the level of detail associated with the inspection of tangible property. The following is a description of the extent of the inspection performed on the subject property for this appraisal assignment

The property was inspected on April 26, 2023 by Zachary Fairley (GA-1418). This inspection involved an inspection of the acquisition areas and temporary easements. No improvements are located in the proposed acquisition or easement areas. Photographs were documented from the site visit.

Valuation Process

The data obtained is to be analyzed, when appropriate, via the Cost, Income, and Sales Comparison Approaches to Value, with appropriate support for any adjustments made and the value conclusions. The values derived via these three approaches, if applied, are then reconciled into final opinions of value for the subject property for both the before condition and after condition, respectively. The just compensation opinion thus derived by this process encompasses the value of the partial acquisition, improvements within the acquisition, damages to the remainder (if any), including any curative costs impacted by the acquisition in accordance with the Uniform Act and the Laws of the State of Mississippi.

Property Rights Appraised

The property rights appraised in this report consist of fee simple, and, as applicable and appropriate, easement, leased fee, and leasehold interest(s).

“Fee Simple Estate” is defined by *The Dictionary of Real Estate Appraisal*, 4th Edition, copyright 2002, page 113, by the American Institute of Real Estate Appraisers as being:

“Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.”

“Easement” is defined in *The Dictionary of Real Estate Appraisal*, copyright 2002, 4th Edition, page 90, by the American Institute of Real Estate Appraisers as being:

“An interest in real property that conveys use, but not ownership, of a portion of an owner’s property.”

“Leased Fee Interest” is defined in *The Dictionary of Real Estate Appraisal*, copyright 2002, 4th Edition, page 161, by the American Institute of Real Estate Appraisers as being:

“An ownership interest held by a landlord with the right of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the lessee are specified by contract terms contained within the lease”.

“Leasehold Interest” is defined in *The Dictionary of Real Estate Appraisal*, copyright 2002, 4th Edition, page 162, by the American Institute of Real Estate Appraisers as being:

“The interest held by the lessee (the tenant or renter) through a lease transferring the rights of use and occupancy for a stated term under certain conditions”.

Property Estate(s) Appraised:	<i>List and describe, if necessary, the property right(s) appraised (i.e., fee simple, easement, other)</i>
Fee Simple, Easement	

Fair Market Value Defined

Fair Market Value is value in exchange. It is “the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress”. (See the *Terms and Definitions* section of this report for the source of this definition)

Assumptions and Limiting Conditions

This appraisal is subject to the following underlying assumptions and limiting conditions:

The appraiser(s) certifies that to the best of his or her knowledge and belief, the statements contained in this appraisal report, subject to the limiting conditions set forth below are correct.

This appraisal is of the property described in this report.

The appraiser(s) has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader in visualizing the property.

Certain information in this report was obtained from and/or furnished by sources believed to be reliable; however, the absolute accuracy of information is not guaranteed. If relevant information or errors come to the attention of the appraiser, the appraiser reserves the right to change, alter, revise, or void the opinions contained in this report in part or in their entirety.

Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg. This report is to be used in its entirety. The appraiser is not responsible if any part of this report is used to the exclusion of the remainder.

We are not familiar with any engineering studies made to determine the bearing capacity of the land or that indicate any mineral contents of a significant nature.

The appraiser(s) has no knowledge of the existence of hazardous materials on the property unless otherwise stated in this report. The appraiser, however, is not qualified to detect such substances. The presence of any such substances, which may be potentially hazardous materials, may affect the value of the property. However, as directed by the client, the City of Hattiesburg, this value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value.

To the best of our knowledge no portion of the value assigned to the subject property is for items, which are non-compensable according established laws.

This property has been appraised as though free of all liens, unless otherwise stated herein. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered herewith. Good title is assumed.

Certain background and other relevant information applicable to the appraisal of this property and for this appraisal report is given in the project data brochure, which is incorporated herein by reference.

This appraisal was performed within requirements of regulation, law, and supplemental appraisal standards that are applicable to appraisals performed for governmental acquisitions and thus, certain valuation opinions and conclusions stated in this appraisal report are affected by these requirements. Applicable Mississippi Law is found at Mississippi Code Section 65, Section 43, Section 11, and also found in certain published decisions of the Mississippi Supreme Court as they pertain to property acquisition by Eminent Domain.

The reported value estimate assumed no impact on value because of "Section 404 wetlands", as defined by the U. S. Army Corps of Engineers. The client is urged to seek advice of an expert to determine any potential impact on wetlands on the property.

There are no additional assumptions and limiting conditions applicable to this appraisal.
The parent tract was estimated to be +/- 2.7108 acres, more or less. This should be considered an exact acreage, as a survey was provided. The acquisition areas are exact measurements provided from the project engineer.
The appraiser reserves the right to alter his opinion of value following the submission of a total survey or acreage clarification

Extraordinary Assumptions and Hypothetical Conditions

Standard Rule 1-2(g) and (h) and Standard Rule 2-2 (a)(viii) and (b)(viii) of the *Uniform Standards of Professional Appraisal Practice* require the appraiser to identify and state all extraordinary assumptions and hypothetical conditions when developing and reporting an appraisal.

USPAP defines extraordinary assumption as “an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser’s opinions or conclusions. “ An extraordinary assumption presumes as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

USPAP defines hypothetical condition as “that which is contrary to what exists but is supposed for the purpose of analysis.” A hypothetical condition assumes conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

An appraiser cannot make an assumption or accept an instruction that is unreasonable or misleading, nor can an appraiser make an assumption that corrupts the validity of the value estimate. Written legal instructions that have proper foundation must be accepted and must be included in the appraisal report.

Following, if applicable, are all extraordinary assumptions and/or hypothetical conditions that affected the analyses, opinions, and conclusions of this report which are explained in the scope of work:

Following, if applicable, are appraiser instructions that affected the analyses, opinions, and conclusions of this report:

If applicable there are no temporary easement assumptions.

Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)

If professional assistance was provided to the appraiser the name of the individual(s) providing such assistance must be stated below. This includes both professional appraisal assistance and providers of subsidiary assistance, e.g., appraisers, registered foresters, architects, attorneys, planning and permitting consultants, engineers, cost estimators, marketing consultants, etc., etc.

If applicable, the following is a description of any necessary or appropriate steps that were performed in the completion of this appraisal assignment that were not previously noted in the scope of work, including a list of the individual(s) providing professional assistance and the type and extent of assistance provided.

A plat of the proposed acquisition area was provided by Maptech, Inc.. I have relied on the acreage from the plat to determine the size of the proposed acquisition and easement areas.

Declaration of Jurisdictional Exception to the Uniform Standards of Professional Appraisal Practice

In conformity with the requirements of USPAP Standard Rule 2-1(a, b, & c), this section of the appraisal report references those specific laws and regulations that prescribe methods and procedures of appraisal and appraisal reporting contrary to that required by USPAP. Application of the Jurisdictional Exception Rule of the USPAP is hereby declared.

Linking Estimate of Value to Specific Exposure Time –

USPAP Standards Rules 2-2(a)(v) & 2-2(b)(v) and clarifying comments contained in SMT-6 require the declaration of a market exposure time. Under Federal appraisal standards, “exposure time” statements are not permitted to appear in appraisal reports prepared for governmental acquisitions. Therefore, pursuant to the authority conveyed to the MDOT through Miss. Code, Sec. 65-1-8 all real property appraisals prepared for the MDOT, whether by staff employees or contracted fee appraisers, shall invoke a Jurisdictional Exception to the requirements of USPAP 2-2(a)(v) and 2-2(b)(v).

Consideration of Land Use Regulations –

USPAP Standard Rule 1-3(a) requires analysis of the effect existing land use regulations and reasonably probable modifications to same. This requirement is contrary to Federal appraisal standards. All real property appraisals performed for the MDOT, whether by staff employees or contracted fee appraisers, must disregard any recent rezoning if such rezoning was a consequence of, or in anticipation of, the government project for which the appraisal is being conducted. Therefore, pursuant to the authority conveyed to the MDOT through Miss. Code, Sec. 65-1-8, all real property appraisals shall invoke a Jurisdictional Exception to the requirements of USPAP 1-3(a).

Consideration of Anticipated Public Projects –

USPAP Standard Rule 1-4(f) requires the appraiser to analyze the effect on value of anticipated public improvements located on or off the property appraised. The appraisal requirements of USPAP Standard Rule 1-4(f) are contrary to State and Federal Law regarding appraisals performed for government acquisitions. All real property appraisals performed for the MDOT, whether by staff employees or contracted fee appraisers must disregard any decrease or increase in the fair market value of real property caused by the government project for which the appraisal is being conducted.

Valuation by Market Approach Only (a.k.a. Sales Comparison Method):

Unless specifically prohibited by Law, the MDOT is empowered and directed by statute to adopt such procedures as are advisable and/or necessary for the purpose of obtaining or securing financial assistance, grants or loans from the United States of America, or any agency thereof. All real property appraisals performed for the purpose of governmental acquisitions within the scope of The Uniform Act are authorized to omit cost and income approaches to valuation where sufficient sales data exists to produce a reliable opinion of value by use of the Market Approach alone (*a.k.a. Sales Comparison Approach*).

Additions to the Scope of Work and Comments <i>(If necessary)</i>	

Area & Neighborhood Data

Area Defined	<i>Brief description of the subject area boundaries or general limits, including the county or counties, prominent cities and prominent geographic features, i.e. Interstate or U.S. Highways, navigable waterways, etc.)</i>		
The area is defined as the medical and commercial district in Midtown Hattiesburg outlined by Hardy Street and Highway 49, inside the city limits of Hattiesburg, Forrest County, Mississippi. U. S. Highway 49 is a main north/south thoroughfare in Hattiesburg. Hardy Street is the main commercial corridor running east to west across Hattiesburg, and lies about two blocks north of the subject.			
Subject Location	☒ Urban	☒ Suburban	☐ Rural
Population Growth Rate	☒ Increasing	☐ Stable	☐ Decreasing
Primary Shopping/Trade Center – Area	Hattiesburg		
Primary Shopping/Trade Center – County	Forrest		
Nearest Employment Center	Hattiesburg		

Neighborhood Defined	<i>(Brief description of the neighborhood area boundaries or general limits, including, if applicable, community name or other name reference utilized by area residents)</i>				
The neighborhood is essentially defined as Hardy Street to the north, Lincoln Road to the south, South 28 th Avenue to the east, and South 34 th Avenue to the west. Forrest General is the largest hospital between Jackson and the Gulf Coast. The neighborhood mostly consists of commercial, residential and medical uses. New developments in the area include the new FGH Cancer Center on South 28 th Avenue and Arlington Loop, the new red light project on the corner of Highway 49 and Camp Street, and the state of the art development of Jones Companies office headquarters under construction one block to the north. Highway 49 consists of mainly professional offices, small retail buildings, fast food and dine in restaurants as well as medical uses along the highway and along South 28 th Avenue. The South 28th Avenue corridor consists mainly of professional and medical offices affiliated with Forrest General Hospital or Hattiesburg Clinic. South 28th Avenue has experienced conversion from single family residential into medical use. Access to the neighborhood is considered great via Highway 49 and Arlington Loop. Highway 49 is the main north/south thoroughfare for traffic traveling from the northern portions of the city to the southern portions connecting Jackson to the Gulf Coast. The traffic count along Highway 49 is 26,000 cars with Arlington Loop consisting of 3,600 cars. The Midtown District is an upper end, high quality retail, commercial and residential district catering to the USM students, faculty, and surrounding Hattiesburg residents. Midtown Hattiesburg Master Plan is to create a walkable, workable, livable mixed use community that connects people to living, shopping, dining, entertainment, educational, medical, cultural, and recreational venues.					
Neighborhood Zoning	☒ Res.	☒ Comm.	☐ Ind.	☐ Other	☒ None
Neighborhood Utilities	☒ Elec.	☒ Gas	☒ Water		
	☐ All	☐ Part	☒ Sewerage		
	☐ Other				
Neighborhood Imp's	☐ Storm Sewer	☒ Crb/Gtr	☒ Sidewalk	☒ Street Lights	
	☐ Other				
Schools	Hattiesburg City Schools				
Fire	City of Hattiesburg				
Police	City of Hattiesburg				

Site Description

(Before – Acquisition - After)

Site Description — Before

An analysis of the subject site is particularly important in estimating its highest and best use and for separate valuation from the improvements. The following is a discussion of the subject site in the Before Condition.

Present Use of Site: Medicial Office Building

Legal Description of the Total Ownership: The subject is the vacant +/- 2.7108 acres occupied by Hattiesburg Clinic's Support Services Facility along Arlington Loop. The total acreage is an estimate based on the provided legal description.

Frontage/Access: Arlington Loop fronts along the northern boundary for +/- 253.76' of frontage. The property has a single access drive from Arlington Loop accessing a small parking lot located in front of the building. There is a large paved parking lot located to the rear of the building with over 50+ marked parking spaces.

Topography: Level at street grade along Arlington Loop.

Flood Plain and Drainage Data: According to flood map 28035C0104E, dated November 19th, 2021, the property does not lie within a designated flood zone. There is a drainage canal located along the eastern border of the subject parking lot.

Use Restrictions: EM-3; Zoned Midtown District by the City of Hattiesburg (see addenda)

Site Improvements: Parking Lot; Landscaping

Off-Site Public Improvements: Forrest General Hospital; Midtown District

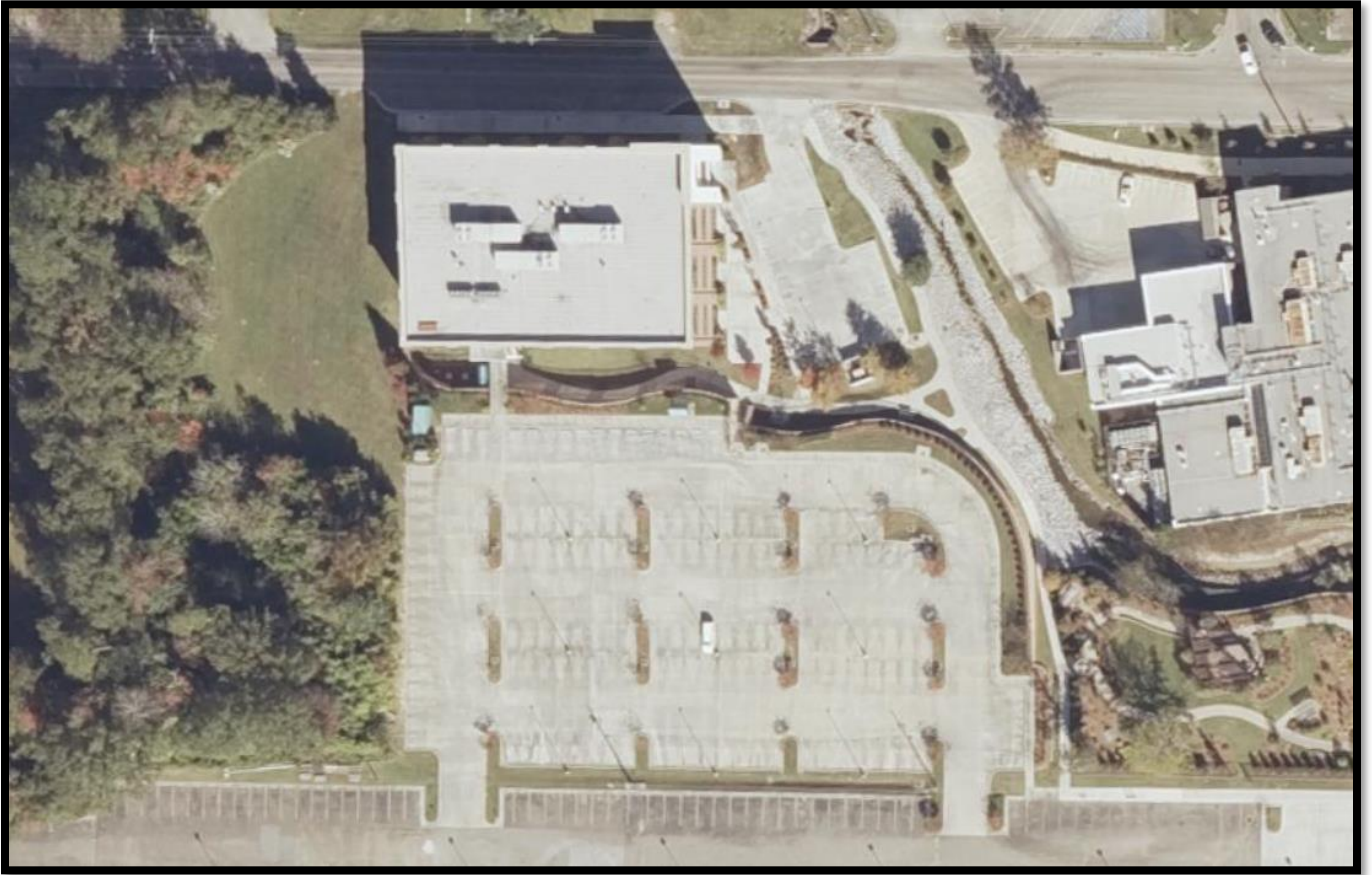
Adjacent Land Uses: Located to the north of the property is a variety of residential, retail, commercial, medical and professional office uses. The Hattiesburg Clinic's main medical complex lies immediately to the south of the property.

Easements/Encumbrances: None noted.

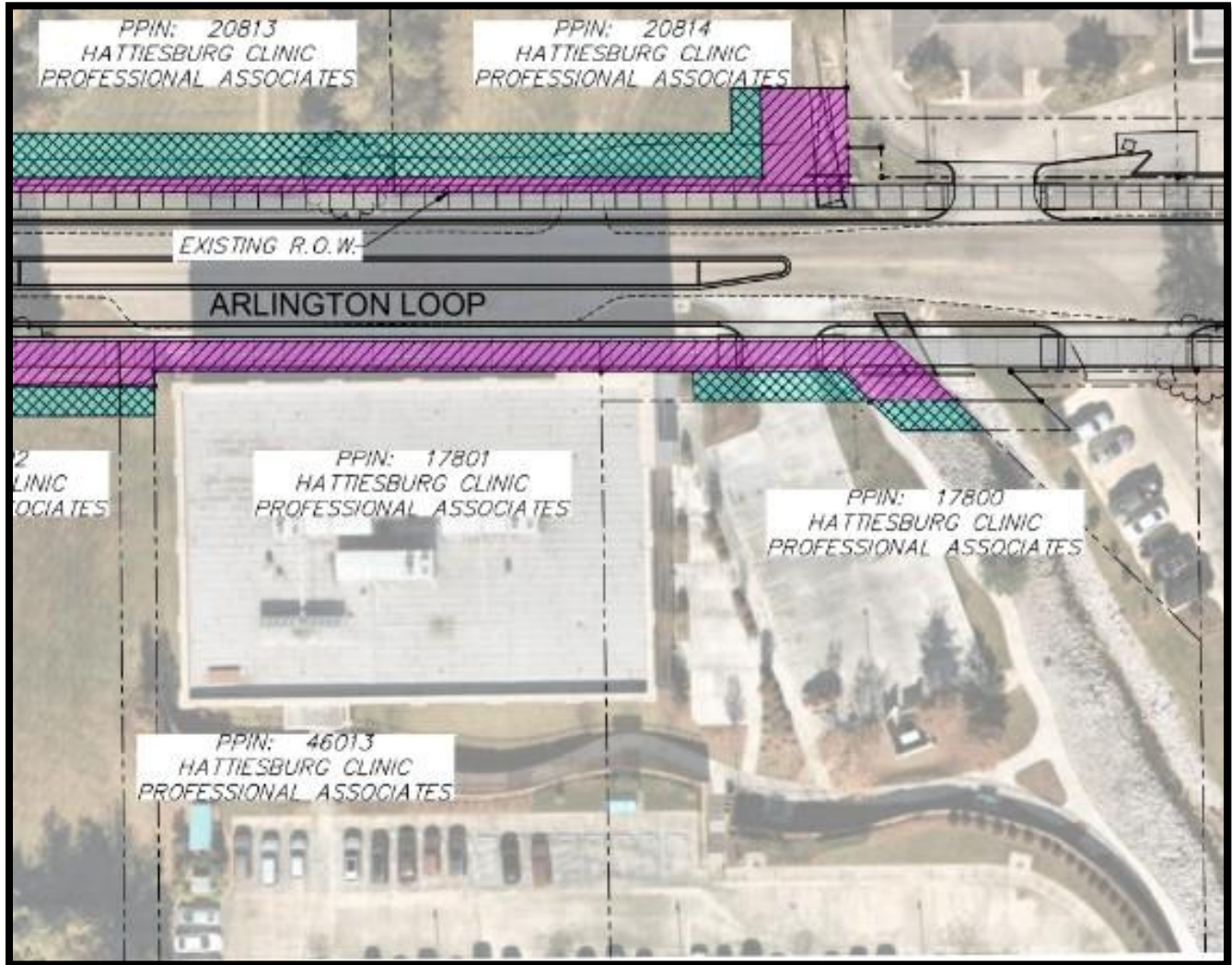
Utilities:

Utility Service	Supplier	Utility Service	Supplier
Electricity	MS Power	Sewer	City of Hattiesburg
Gas	Spire	Water	City of Hattiesburg
Garbage Collection	City of Hattiesburg	Telephone	AT&T

AERIAL PHOTO

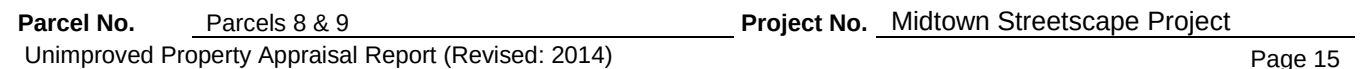


ACQUISITION AREAS

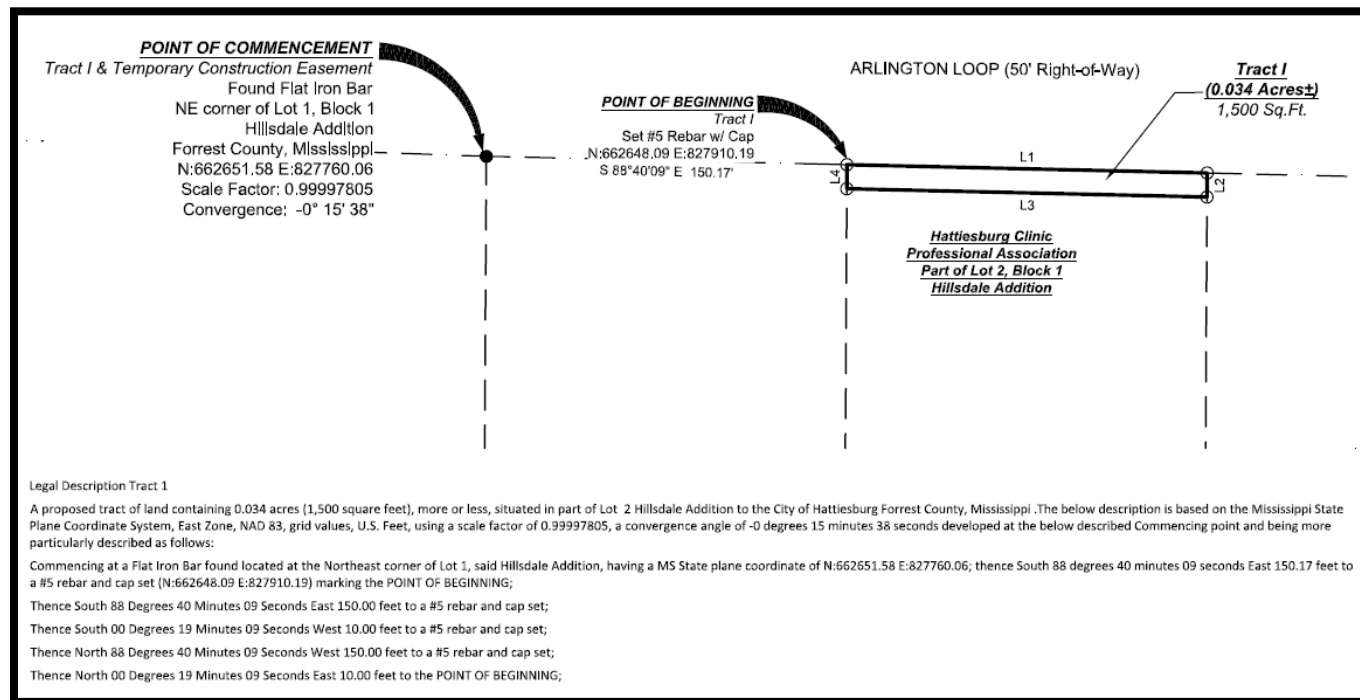


Location: The area of acquisition is located along Arlington Loop on the north side of the building. The permanent acquisition area contains total of 3,106 square feet. In addition, there is a temporary easement “piggy-backing” the permanent acquisition area containing a total of 1,295 square feet. The acquisition areas lie in contiguous parcels with both temporary easements located on two of the parcels.

Rights to be Acquired for Each Parcel: Fee Simple, Easement



Right-of-Way Plat – Parcel 8



Site Description — Area of Acquisition

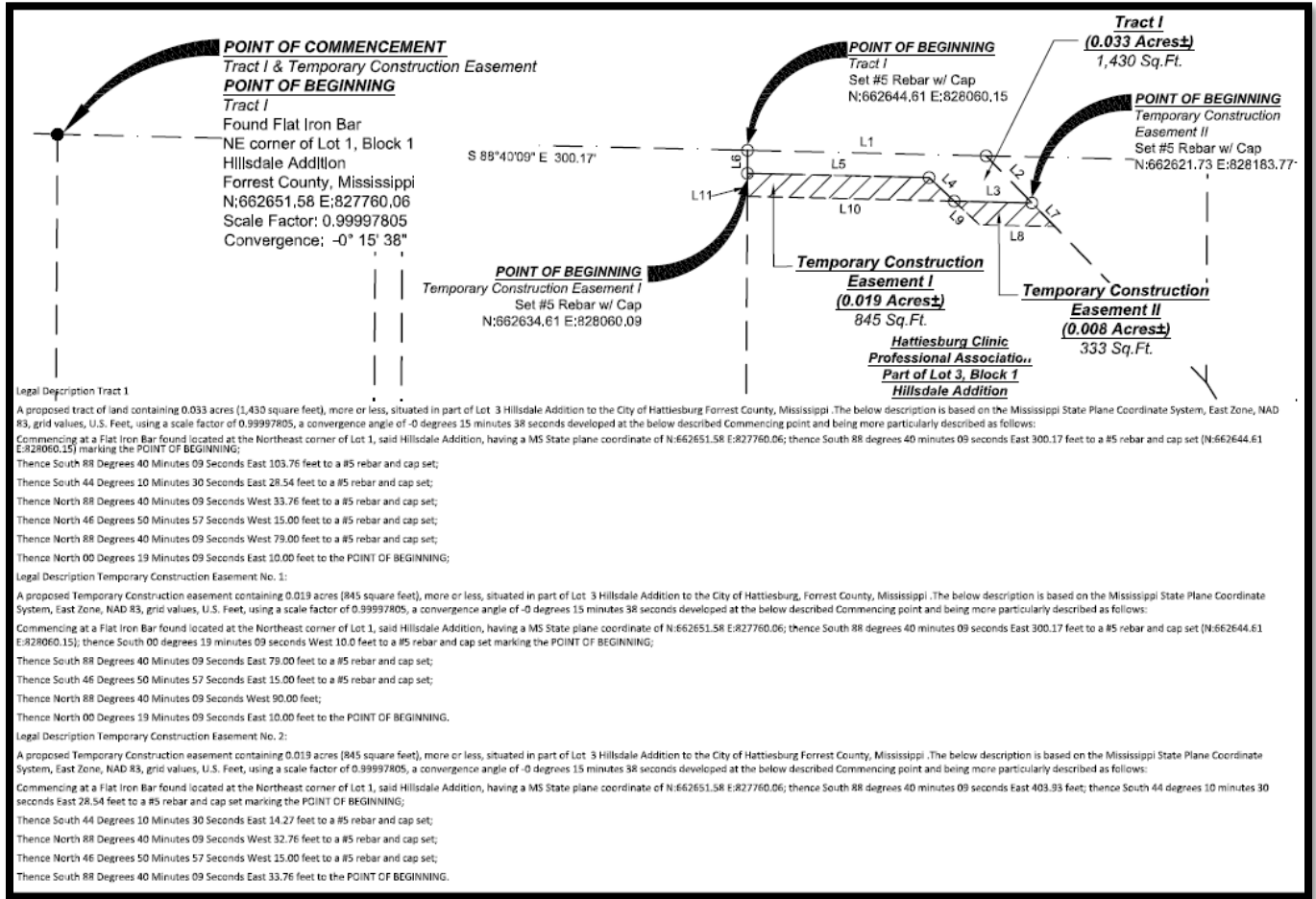
Location: Located along the south side of Arlington Loop and the north side of the building.

Dimensions/Area/Shape: The permanent easement area is rectangular in shape. The easement area moves in 10 feet onto the property along Arlington Loop and contains 1,500 sf.

Site Improvements: The existing street-side parking area located in front of the building along Arlington Loop is located in the existing right-of-way. This was confirmed by the project engineer. In addition, the landscaping located between the building and proposed right-of-way will not be affected or disturbed during the construction period. Therefore, these improvements were not included in the just compensation due.

Rights to be Acquired for Each Parcel: Fee Simple

Right-of-Way Plat – Parcel 9



Site Description — Area of Acquisition

Location: Located on the south side of Arlington Loop, one block west of South 28th Avenue.

Dimensions/Area/Shape: The permanent easement area is irregular shape. The easement area moves in 28.54 feet onto the property and contains 1,430 sf. The temporary construction easements "piggy-backs" the permanent easement area at a depth of 15 feet containing 1,178 square feet.

Site Improvements: Any asphalt disturbed or destroyed as part of the temporary easement will be replaced in like kind by the contractor. The asphalt lying in the permanent take has been compensated at a cost of \$4.00/sf, depreciated at 50%.

I have estimated that of the 1,430 sf of permanent take, approximately 350 sf is parking lot/ asphalt. The right of way plat indicates that potentially some of the parking lot lies in public right of way.

Rights to be Acquired for Each Parcel: Fee Simple, Temporary Construction Easement

Summary of Improvements

Item	Cost	Depreciation	Total
Paving: Parcel 9 - (350 sf)	\$4.00/sf	50%	\$700
Contingency	20%		\$140
		TOTAL	\$840
		ROUNDED	\$840

Site Description — After

Dimensions/Area/Shape: After the temporary easement use, the property will still have 2.6438 acres remaining. The temporary easements will be required for 2 years, at which time there may be periods of limited access to the property.

Therefore, due to the availability of parking on adjacent parcels owned by Hattiesburg Clinic, no damages for lack of use has been assigned during the construction period.

Frontage/Access: The property will retain the same public access and frontage in the after condition.

After the proposed takes and temporary easements, the site and medical clinic will operate the same. No damages to the building, parking lots or other is noted. The building appears to be fully functional following the acquisition. Therefore, the medical building would have the same before and after value.

The value stated in this report is of the land value only

Photographs



Permanent easement area on the west side of the property



West side of the property



View of permanent easement located in front of the building along Arlington Loop.



View of permanent easement located in front of the building along Arlington Loop.



View from access drive looking at the permanent easement area



View of permanent and temporary easements located along the access drive and drainage ditch on the east side of the property.

Whole Tract and Larger Parcel Declaration

Whole Tract Declaration

On those properties where the total ownership and the Larger Parcel are not one-in-the-same, it is possible for a property to contain several Larger Parcels (Highest & Best Use areas). The acquisition may affect more than one Larger Parcel (H&BU area), it is essential that there be a clear declaration by the appraiser as to what part and/or parts of the total ownership are being appraised. This section of the appraisal report declares exactly what was valued in the appraisal process and includes:

- The size of the contiguous total ownership provided to the appraiser by the City of Hattiesburg
- Declaration of the Larger Parcels (H&BU areas) within the total ownership that are unaffected
- Identification and delineation of the affected Larger Parcels (H&BU areas) described by the following methods as appropriate:
 - a. Clearly visible physical features- road, creek, ditch, fence, tree line, etc.
 - b. Subdivision boundary, Zoning line, corporate limits, county line, section line, etc.
 - c. Dimensioned area as determined by the appraiser

Total "Whole Tract" Declaration and Summary	(Ac./S.F.)
The +/- 2.7108 acre site is currently vacant land. The entire 2.7108 acres has contiguous ownership and has a consistent highest and best use. The whole tract was appraised in this report.	

Declaration of the Larger Parcel

There are three conditions or tests that are considered in determining the larger parcel, unity of ownership, unity of use, and contiguity. In certain instances, the larger parcel may not include all the lands that are contiguous and under identical ownership. In determining the larger parcel to be appraised, reliance on unity of ownership and unit of use will be given substantial weight. In determining the larger parcel, the following is noted:

Larger Parcel(s) Summary	(Dimensions, Size, and Use)
Same as above.	

Highest and Best Use Analysis

¹**Highest and best use** is defined in *The Dictionary of Real Estate Appraisal, Fourth Edition*, Copyright 2002, page 135, compiled by the Appraisal Institute as:

“The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity”.

The reasonable and probable use that will support the highest property value, as defined, as of the date of the appraisal. In order to arrive at a highest and best use estimate, the land is first analyzed as if vacant. Later, the total property, including any existing improvements, is analyzed. In estimating the highest and best use of the subject site, as if vacant and improved, you must first carefully study the existing land use patterns and trends in the area. In estimating the highest and best use of the subject property, the appraiser has considered very carefully the following factors:

1. The land and location is considered in relationship to the local area.
2. The physical characteristics of the land and improvements, including the land's overall size, shape, road frontage, topography, soil and sub-soil conditions and available utilities.
3. In analyzing the highest and best use of the subject, as applicable and appropriate, the Sales Comparison Approach, Cost Approach, and Income Approach are considered.

The procedure used in this report to estimate highest and best use of the subject site was to consider, in sequence, the site's utility, its legal use, its possible and most feasible use, and, finally, the optimum or highest and best use.

Highest and Best Use Analysis	<i>(Address physically possible, legal permissibility, economic feasibility, maximal productivity, in Before & After for all larger parcels or whole tract as applicable)</i>
Highest and best use is defined in the third edition of <i>The Dictionary of Real Estate Appraisal</i> (Appraisal Institute, Chicago, 1993), as follows:	
The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.	
Highest and best use analysis is a three-step process. The first step involves the highest and best use of a site as though vacant. The determination must be made to leave the site vacant or to improve it. If the conclusion is to improve the site, the second step is to determine the ideal improvement. The final step is a comparison between the ideal improvement and the existing improvement. At this point, the determination must be made to maintain the property in its present form or to modify the improvements to more closely conform with the ideal.	
Highest and Best Use as Though Vacant	
The subject is zoned EM-3, which is designed for medical buildings, hospitals, civic buildings and professional offices. The subject zoning was recently changed following the Midtown district designation. The site contains approximately 2.71 acres, and is a large medical office building. It is well drained, with all municipal utilities available. The site has access along several public roads. Consequently, there are no physical limitations to prevent development of the subject site with any of the uses permitted by the EM-3 zoning.	

¹ The phrase “*highest and best use areas*” or “*uses*” is from wording utilized by the Mississippi Supreme Court in its published eminent domain decisions. Reference of these phrases by the Court has been historically utilized in a manner equivalent to the phrase “*Larger Parcel*”. For additional information, please refer to the “*Terms and Definitions*” section of this appraisal report.

The site is physically possible to be used for a wide variety of uses. No physical limitations were noted. The maximally productive and highest and best use of the site would be for some sort of large commercial/ medical or professional office development.

**Highest and Best Use
as Improved**

The site is currently improved with a large, multi-story medical office building. The highest and best use is defined as that use which brings the highest return to the land. The building is in good condition, and is one of the main service providers in the region. The value as improved would greatly outpace the value as vacant.

Therefore, the highest and best use as improved would be to continue as a medical office building.

Ownership History and Tax Information

Ownership History

In developing a real property appraisal an appraiser must:

1. Analyze any current agreement of sale, option, or listing of the subject property, if such information is available to the appraiser in the normal course of business.
2. Analyze any prior sales of the subject property that occurred within the following minimum time period of five years.
3. Discuss below (as applicable) the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the data.
4. When there is a sale of the subject property to the current owner for an undisclosed price, the appraiser must state that he or she attempted to obtain the purchase price and other terms of the transaction without success. (If transaction price could not be verified please explain below.)

Ownership History					
Property Transactions during the last five years to Date:					
Date	Grantor	Grantee	Consideration	Book/Page	Ver.
7/23/2013	Forrest General Hospital	Hattiesburg Clinic	WD	1156/169	
11/6/2007	Forrest General Hospital	Hattiesburg Clinic	WD	1024/517	
Explanation: To the best of my knowledge, there have been no conveyances of the subject property within the last five years.					

Tax Information			
Tax Parcel I.D. Number	2-028N-07-242.00, 2-028N-07-243.00,	True Value – Land	\$240,000 \$358,860
Millage Rate		True Value – Improvements	\$4,719,710
Property Assessment Rate			
Special Assessments			

Parcel No. Parcels 8 & 9 **Project No.** Midtown Streetscape Project

Approaches to Value

All standard techniques used by appraiser in estimating of market value can be grouped into the following three main approaches to value: 1) Sales Comparison Approach, 2) Cost Approach, and 3) Income Approach. One or more of these approaches are used in all appraisal assignments. Use of these approaches will depend on the type of property being appraised and quantity and quality of data available for analysis.

Sale Comparison Approach: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when comparable sales data are available.

Cost Approach: A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of, or replacement for, the existing structure; deducting depreciation from the reproduction or replacement cost; and adding the estimated land value, plus an entrepreneurial profit. Adjustments may then be made to the indicate fee simple value of the subject property to reflect the value of the property interest being appraised.

Income Approach: A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.

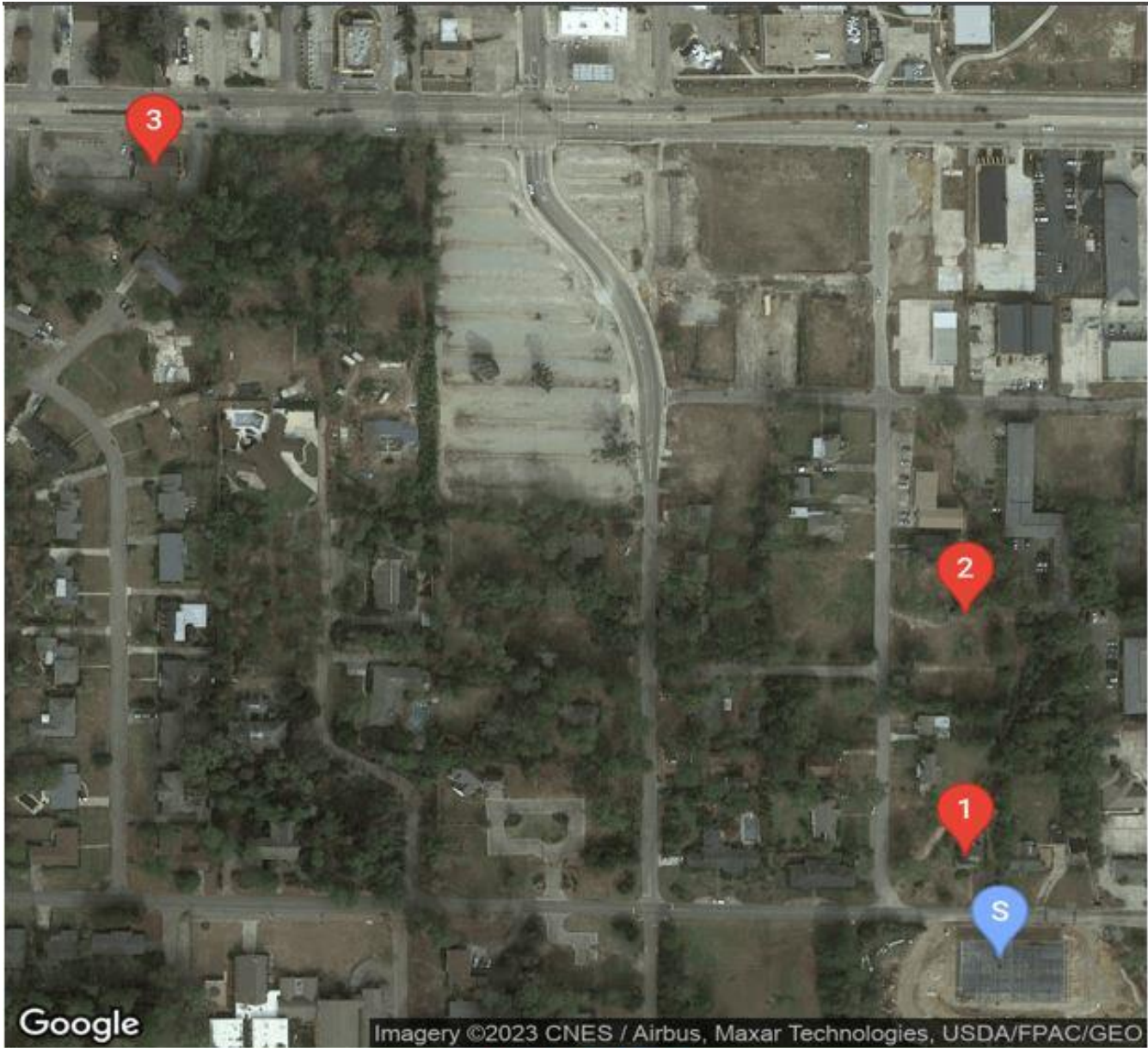
The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute

Approach to Value Utilized in this Appraisal Assignment Are:

☐ Cost Approach ☐ Income Approach ☒ Sales Comparison Approach

Reason(s) for excluding any of the usual approaches to value	
The sales comparison approach was the only applicable approach to arrive at just compensation for the loss of land. The cost and income approach to value would not apply.	
The value stated in this report is the value of the land only.	

Land Sales Map



COMPARABLE KEY			
COMPARABLE	LABEL	DISTANCE FROM SUBJECT	ADDRESS
SUBJECT	S	-	212 Arlington Loop, Hattiesburg, MS
COMPARABLE 1	1	0.0 Miles	213 Arlington Loop, Hattiesburg, MS
COMPARABLE 2	2	0.1 Miles	208 South 30th Avenue, Hattiesburg, MS
COMPARABLE 3	3	0.3 Miles	3112 Hardy Street, Hattiesburg, MS

Sales Comparison Approach – (Land) – Before Value

Land Sales Summary and Adjustment Grid				
Subject		Comparable 1	Comparable 2	Comparable 3
Location:	212 Arlington Loop	Arlington Loop	S. 31st Avenue	Hardy Street
City:	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg
County:	Forrest	Forrest	Forrest	Forrest
Seller:		Alridge & Talbot	Hub Development	Gamill & McKay
Buyer:		Hattiesburg Clinic	Midtown Montevista	Garner Property &
Deed Book / Page		1325/395	1336/123	1393/341
Date of Sale:		November-19	April-20	May-22
Sale Price:		\$800,000	\$1,066,349	\$1,500,000
Site Size (Sq. Ft.):	118,082	62,058.00	62,726.00	103,673.00
Unadjusted Price/Acre:		\$12.89	\$17.00	\$14.47
Adjustments				
Rights Transferred:	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financial Considerations	Market	Market	Market	Market
Conditions of Sale:	Arm's Length	Arm's Length	Arm's Length	Arm's Length
		0%	0%	0%
Market Conditions - Time:		Stable	Stable	Stable
		0%	0%	0%
Time Adjusted Cash Equiv. Price/SF:		\$12.89	\$17.00	\$14.47
Location:		Similar	Similar	Superior
		0%	0%	-10%
Site Size (Sq. Ft.):	118,082.00	62,058.00	62,726.00	78,408.00
		-5%	-5%	-5%
Frontage/Access:	Arlington Loop	Inferior	Similar	Inferior
		10%	0%	10%
Topography:	Open; Level at road grade	Similar	Similar	Similar
		0%	0%	0%
Zoning	EM-2	B-1	MX-3	B-3
		5%	-5%	5%
Net Adjustments:		10%	-10%	0%
Adjusted Price/Acre:		\$14.18	\$15.30	\$14.47

Sales Comparison Approach – (Land) – After Value

Land Sales Summary and Adjustment Grid				
Subject		Comparable 1	Comparable 2	Comparable 3
Location:	212 Arlington Loop	Arlington Loop	S. 31st Avenue	Hardy Street
City:	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg
County:	Forrest	Forrest	Forrest	Forrest
Seller:		Alridge & Talbot	Hub Development	Gamill & McKay
Buyer:		Hattiesburg Clinic	Midtown Montevista	Garner Property &
Deed Book / Page		1325/395	1336/123	1393/341
Date of Sale:		November-19	April-20	May-22
Sale Price:		\$800,000	\$1,066,349	\$1,500,000
Site Size (Sq. Ft.):	114,976	62,058.00	62,726.00	103,673.00
Unadjusted Price/Acre:		\$12.89	\$17.00	\$14.47
Adjustments				
Rights Transferred:	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financial Considerations	Market	Market	Market	Market
Conditions of Sale:	Arm's Length	Arm's Length	Arm's Length	Arm's Length
		0%	0%	0%
Market Conditions - Time:			Stable	Stable
		0%	0%	0%
Time Adjusted Cash Equiv. Price/SF:		\$12.89	\$17.00	\$14.47
Location:		Similar	Similar	Superior
		0%	0%	-10%
Site Size (Sq. Ft.):	114,976.00	62,058.00	62,726.00	78,408.00
		-5%	-5%	-5%
Frontage/Access:	Arlington Loop	Inferior	Similar	Inferior
		10%	0%	10%
Topography:	Open; Level at road grade	Similar	Similar	Similar
		0%	0%	0%
Zoning	EM-2	B-1	MX-3	B-3
		5%	-5%	5%
Net Adjustments:		10%	-10%	0%
Adjusted Price/SF:		\$14.18	\$15.30	\$14.47

SAME AS PREVIOUS

Explanation of Adjustment-(Land)

(Before and After)

ANALYSIS OF LAND SALES

The array of data suggests possible adjustments for various characteristics of each transaction in comparison with the subject site. This comparison of land sales to the subject property is the basis for determining a value indication of the subject site as though vacant. The analysis of these adjustments is found in the following paragraphs.

PROPERTY RIGHTS CONVEYED

All of the above land sales conveyed fee simple ownership, therefore, no adjustment is necessary.

FINANCING TERMS

None of the sales involved below market interest rates or seller financing. Therefore, no adjustments were made.

LOCATION AND ACCESS

The property is located at 212 Arlington Loop between South 28th Avenue and South 30th Avenue. All of the sales are located in the same neighborhood. Sale 3 is located along Hardy Street with superior exposure and access.

SIZE

The subject is 2.71 acres, more or less, and is larger than all of the sales. Typically, the larger the land size, the lower price per unit. A downward adjustment for size is indicated by the sales. Therefore, downward adjustments were applied to the smaller sales.

MARKET CONDITIONS

All of the sales were considered recent and occurred during similar market conditions.

CORRELATION

After adjusting the sales for its differences in size, location, etc, a range of values from \$14.18- \$15.30 per square foot is indicated. The adjacent parcel to the west previously sold at \$14.90/sf in 2019. This parcel was purchased by the property owner for assemblage onto their medical campus. Since then, the neighborhood has seen an influx of commercial and retail demand in The District at Midtown. This is mixed-use development with retail, restaurants, hospitality, and townhomes. Also, Jones Companies is in the process of constructing a very large Class A office building located two blocks west of the subject. There are few large commercial sales like the subject in the area, and I have included the most recent, most similar sales.

Considering all factors, I have concluded a total value of \$15.00/sf for the 2.7108 acre (118,082 sq. ft.) subject site.

Before Land Value - Summary

Size/Sq. Ft.	Unit of Measure	Rate	Value
118,082	Price/Sq. Ft.	\$15.00	\$1,771,230
Add (Parking/Asphalt Area) – See Attached			\$840
Total Before Land Value			\$1,772,070
Rounded			\$1,772,070

AFTER VALUE

The subject site has the same overall use and commercial potential in the after condition. The same \$15.00/sf was applied to the 2.71 acre after site.

There are three temporary construction easements on the subject site. The total area for construction easements equal 1,295 sf, or 0.03 acres.

In order to value the use of the 2 year construction easement, I have analyzed several land ground leases in the area. A summary of these ground lease rates are discussed below.

Forrest County schools has a large amount of 16th Section schoolboard land that is leased for commercial purposes. The majority of this land is located along Broadway Drive in Hattiesburg. Representatives stated that the schoolboard attempts to get 10% of the Fee Simple value for Schoolboard property.

Lamar County schools also leases several 16th Section schoolboard sites in Lamar County, located one county to the west. Mr. Rick Norton (schoolboard attorney) was interviewed in regards to the leasing activity in Lamar County. The schoolboard discusses the lease policy each year, and assigns the expected return based on Fee Simple land value. The current return for "commercial" property is based on 6% of Fee Simple value.

I was able to find two other ground leases in the area, with rates indicated at 10-12%.

Based on my interviews and analysis, ground leases in the area appear to be leased at 5-12%. The most relevant ground lease information was based on the Forrest County schoolboard leases, leased at 10% of fee simple value. A ground lease rate of 10% was applied to the 2 year lease agreement.

Upfront / Lump Sum discount (1 pmt, 2n, 10i, PV= 1.74, 1.735 / 2.0 = 0.8675)

The calculated temporary easement is as follows:

1,295 Sq. Ft. x \$15.00/sf x 10% x 2 years x 0.8675 = \$3,370

CONCLUSION OF AFTER VALUE

Size/Sq. Ft	Unit of Measure	Rate	Value
114,976	Price/Sq. Ft.	\$15.00	\$1,724,640
Less: Cost-to-Cure			\$0
Less: Easements – 1,295 Sq. Ft. Temporary Easement			(\$3,370)
Less: Q-Interests			\$0
Total After Land Value			\$1,721,270
Rounded			\$1,721,270
Difference in Before and After			\$50,800

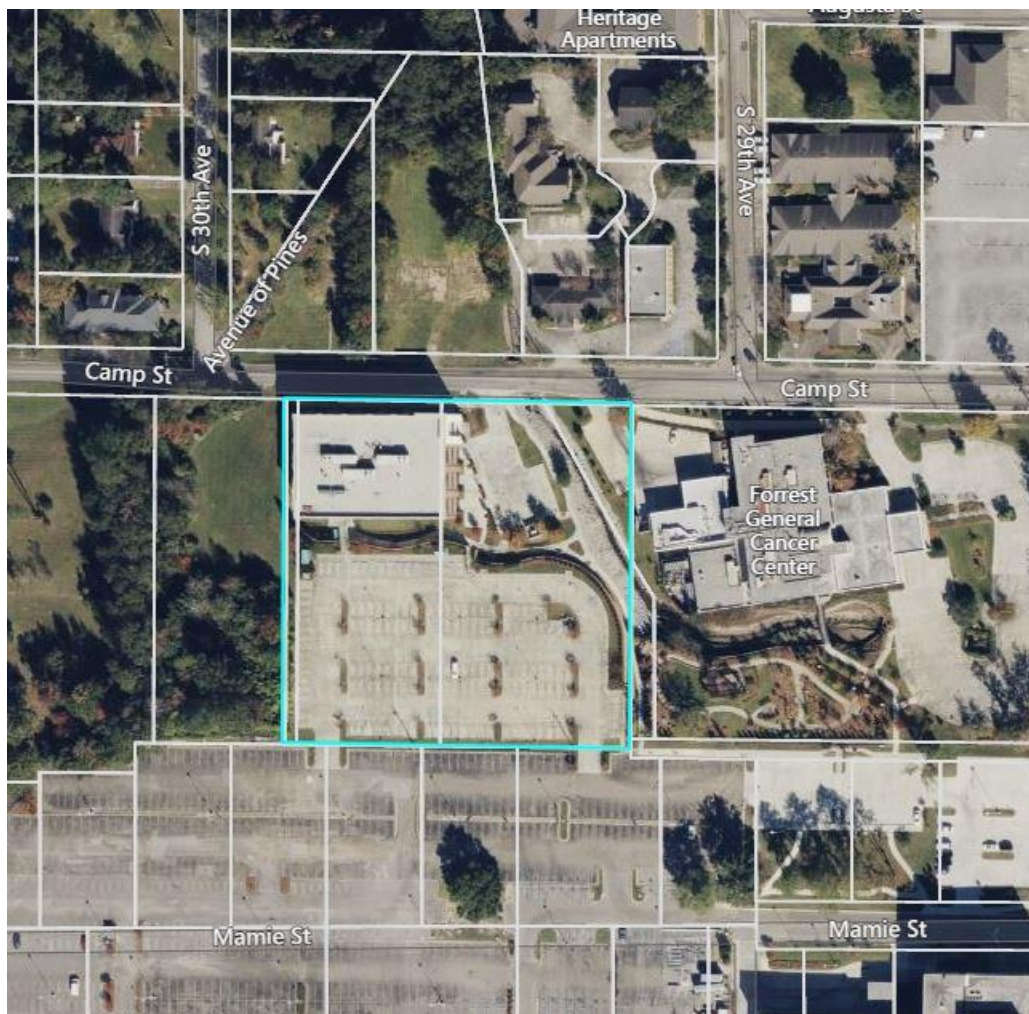
Final Reconciliation of Value

	Before	After	Difference
Sales Comparison Approach	\$1,772,070	\$1,721,270	\$50,800
Cost Approach			
Income Approach			

Reconciliation	<i>Explain the appropriateness of the approaches, the accuracy of the data and calculations, and the quantity and quality of the data presented relative to the scope of the assignment and the specific appraisal problem.</i>
Several land sales were confirmed and researched in the subject neighborhood. These sales provided a good market value indication. After researching the local sales, a unit value of \$15.00/sf was concluded. The sales approach was considered the best method at valuing the subject site as vacant. A value of \$1,772,070 was concluded in the before condition. In the after condition, the property will retain similar access, size, and utility; and no damages were noted. A temporary easement area will be retained for the duration of the construction period estimated to be 2 years. The same unit value was applied in the after condition resulting an after value of \$1,721,270. The difference in the before and after values was considered the just compensation of \$50,800.	

The difference between the Fair Market Value of the whole tract and the remainder is \$50,800 as of April 26th, 2023, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

TAX MAP



Addenda

Terms and Definitions

Agency- the Federal Agency, State, State Agency, or person that acquires real property or displaces a person.

Appraisal- a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

Uneconomic Remnant- a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner.

Total Ownership- the total amount of contiguous property, under the ownership of a single legal entity, as indicated by the map provided to the appraiser by the MDOT for an appraisal assignment.

Whole Tract- that amount of property, within the "Total Ownership", as determined by the appraiser, to be affected by the acquisition. The *whole tract* is defined by the appraiser, and may be determined to be the same as the total ownership, or some defined area that is less than the "Total Ownership".

Larger Parcel-²that tract, or tracts, of land which possess a unity of ownership and have the same, or an integrated, highest and best use. Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. Mississippi Case Law recognizes this concept but refers to it by use of the phrases "Highest and Best Use areas" or "Highest and Best Uses"³ Designation of the Larger Parcel, for appraisals performed in connection with the disposal of excess property, may require the adoption of a hypothetical condition regarding "unity of ownership".

Excess Property "(2)...whenever real property, with the exception of easements for highway purposes, has been acquired by the Mississippi Transportation Commission, in any manner, for public use and in the opinion of the commission all or any part thereof becomes unnecessary for public use, the same shall be declared on the minutes of the commission as excess property and sold at private sale at market value."⁴

Disposal as used in the appraisal of excess property, "means the sale of real property rights therein, including access or air rights, when no longer needed for highway right-of-way or other uses eligible for funding under title 23 of the [U.S.] Code"⁵

Fair Market Value- Fair Market Value is value in exchange. It is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".⁶

Effective Date – The date at which the analyses, opinions, and advice in an appraisal, review, or consulting service apply. (USPAP, 2002 ed.) Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 4th Edition.

² The Uniform Appraisal Standards for Federal Land Acquisitions, Interagency Land Acquisition Conference, Published by the Appraisal Institute with the cooperation of the U.S. Department of Justice, Washington, D.C. 2000,

³ Oughton v. Gaddis, 683 So.2d 390 (Miss. 1996)

⁴ Mississippi Code of 1972, Annotated, § 65-1-123

⁵ United States Code, 23 CFR 710.105

⁶ *Potters II v. State Highway Comm'n of Mississippi*, 608 So. 2d 1227, 1231 (Miss. 1992).

Date of the Report – The date of the transmittal letter of a written report or the date a written report lacking a transmittal letter is completed by the appraiser. The date of an oral report is the date it is communicated to or for the client. The date of the report may or may not be the same as the effective date of the appraisal. (USPAP, 2002 ed.) Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 4th Edition.

Highest and Best Use- The best or most valuable use to which the property, [...], is adapted. Mere speculative uses cannot be considered. There must be some probability that the land would be used within a reasonable time for the particular use to which it is adapted. There must be a present demand for the land for such purpose or a reasonable expectation of such demand in the near future.⁷

Before and After Rule [Mississippi]- When part of a larger tract of land is taken for public use, the owner should be awarded the difference between the fair market value of the whole tract immediately before the taking, and the fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.⁸ Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.⁹

Before Value- The fair market value of the whole tract immediately before the taking.¹⁰

After Value- The fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.

Due Compensation¹¹- Just Compensation¹² the value of the land taken and the damages, if any, which result... as a consequence of the taking, without considering either general benefits or injuries resulting from the use to which the land taken is to be put, shared by the general public.¹³

Damages to Remainder- *[In the context of valuation under the Before and After Rule, it is]* the depreciation in the fair market value of the remaining area, ...that is special, and not such as is common to all the property in the neighborhood.¹⁴ In determining damages, if any, to the remainder if less than the whole of a defendant's interest in property is taken, nothing shall be deducted there from on account of the supposed benefits incident to the public use for which the petitioner seeks to acquire the property.¹⁵

Cost-to-Cure Damages [the cost or costs associated with] the necessity of rebuilding fences and wells, the necessity of relocating roads, and other similar items. [Such] items are all part of the depreciated value of the property, since the landowner is required to do this construction in order to use the property in the manner in which it has been used or for which it is best adapted.¹⁶

Extraordinary Assumption – (USPAP definition) an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions.

⁷ MSHC v. Brooks, 123 So.2d 423, 427 (1960); MSHC v. Wagley, 231 So.2d 507 (1970);

⁸ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

⁹ Mississippi Code of 1972, Annotated, Section 43-37-3

¹⁰ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

¹¹ Constitution of Mississippi, Article 3, § 17

¹² Mississippi Code of 1972, Annotated, Section 43-37-3

¹³ MSHC v. Hillman, 198 So. 565;

¹⁴ MSHC v. Colonial Inn, Inc. 149 So.2d 851;

¹⁵ Mississippi Code of 1972, Annotated, Section 11-27-21;

¹⁶ Emerson v. MSHC, 208 So.2d 441

Hypothetical Condition – (USPAP definition) that which is contrary to what exists but is supposed for the purpose of analysis.

Intended User – the client and any other party as identified, by name or type, as users of the appraisal, appraisal review, or appraisal consulting report by the appraiser on the basis of communication with the client at the time of the assignment.

Jurisdictional Exception – an assignment condition that voids the force of a part or parts of USPAP, when compliance with part or parts of USPAP is contrary to law or public policy applicable to the assignment.

Supplemental Standards – requirements issued by government agencies, government sponsored enterprises, or other entities that establish public policy which add to the purpose, intent and content of the requirements of USPAP, that have a material effect on the development and reporting of assignment results.

Plottage The increment of value created when two or more sites are combined to produce greater utility. See also assemblage.

Assemblage The combining of two or more parcels, usually but not necessarily contiguous, into one ownership or use; the process that creates plottage value. (USPAP, 2002 ed.) See also plottage.

Assemblage Cost The excess cost incurred to acquire individual adjacent parcels of real estate in a single ownership beyond the estimated cost of acquiring similar sites that do not form a specifically desired assemblage.

Scope of Work “The Scope of Work is a written set of expectations that form an agreement or understanding between the appraiser and the agency as to the specific requirements of the appraisal, resulting in a report to be delivered to the agency by the appraiser. It includes identification of the intended use and intended user; definition of fair market value; statement of assumptions and limiting conditions; and certifications, the type and extent of research and analyses in an assignment. Either the appraiser or the agency may recommend modifications to the initial Scope of Work, but both parties must approve changes.”¹⁷

¹⁷ Federal Highway Administration, Guide For Preparing An Appraisal Scope of Work, October, 2005

MIDTOWN DISTRICT:

The goal of Midtown In Motion - Midtown Hattiesburg Master Plan is to create a walkable, workable, livable mixed use community that connects people to living, shopping, dining, entertainment, educational, medical, cultural, and recreational venues.

The underlying elements of the Midtown Plan are:

- Diversified
- Sustainable
- Livable
- Multi-Modal
- Connected
- Predictable
- Neighborhood Friendly
- Environmentally Sensitive

The Master Plan uses to its advantage Midtown's strategic location among the region's major economic drivers – Forrest General Hospital, Hattiesburg Clinic, and The University of Southern Mississippi to become a highly successful and sustainable mixed use community. The tremendous number of employees and visitors garnered by these three institutions creates significant demand for an array of residential, retail, office, entertainment, and cultural venues.

Forrest General Hospital • 3,200 Employees/Staff • 30,600 Annual Admissions • 18,000 Visitors Per Month

Hattiesburg Clinic • 1,800 Employees/Staff • 50,000 Visitors Per Month

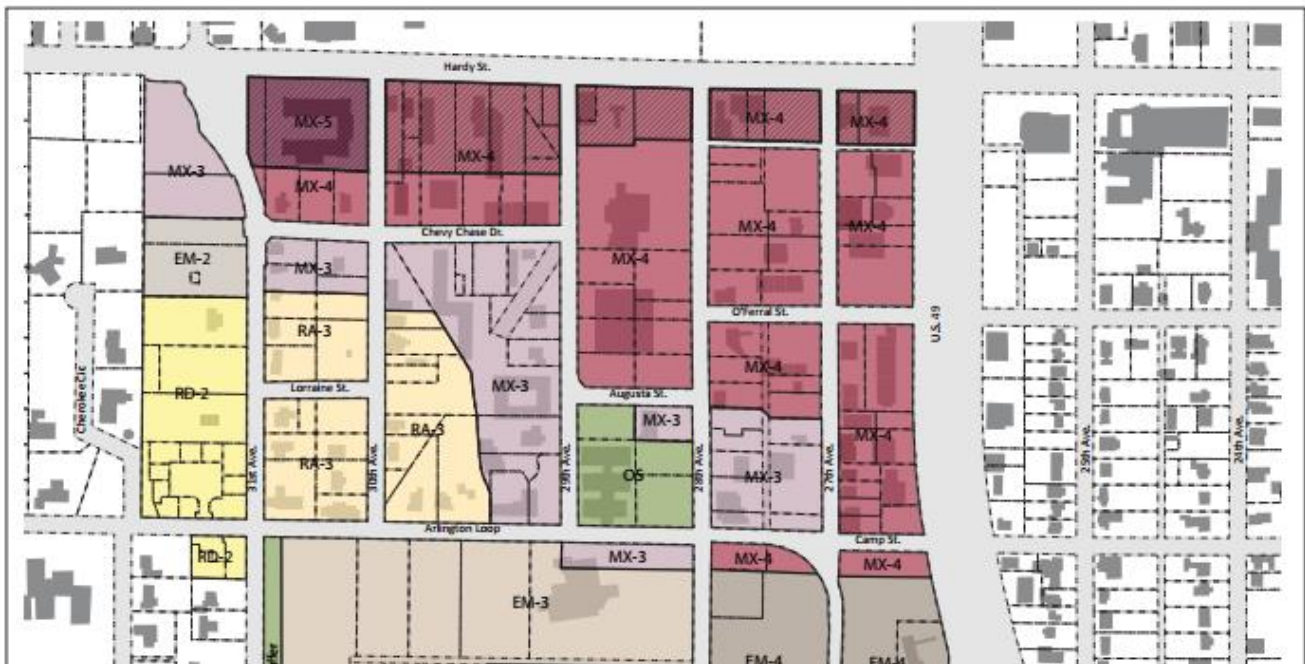
The University of Southern Mississippi • 2,300 Employees/Faculty • 14,850 Students • 36,600 Visitors Per Month.

http://www.code-studio.com/hattiesburg/Midtown-MasterPlan-Draft_May-31-2013.pdf



Sec. 2.2. Midtown Form-Based Code Zoning Map

The following map is established and made a part of the City of Hattiesburg Official Zoning Map.



NORTHEAST AREA



In general, this is the most intense portion of Midtown, allows the highest and most intensive buildings and uses. Also serves as the central focal point for the area.



Key Recommendations

- A** Entrance to USM enhanced and realigned, median formalized with monument and replanted. Speed table with USM Golden Eagle added to slow traffic.
- B** Three-story buildings with ground floor retail and apartments above fronting Hardy St. and 29th Ave create gateway into heart of Midtown.
- C** One-story university-oriented retail buildings (books, clothing, music, coffee shop) front Hardy St.
- D** 27th Ave closed to vehicular traffic and transformed into permanent outdoor space for dining and entertainment, public gathering or open air market.
- E** Three-story buildings with ground floor retail/office and apartments above front 29th Ave. Three-story university-oriented apartments front 28th Ave. Two-story parking deck serves surrounding development.
- F** Three- to four-story university-focused apartments front 28th Ave, O'Ferral St. and US 49 with 27th Ave serving as access to parking (higher densities could be achieved if structured parking provided). Ground floor corner units front US 49 could be reserved for retail-oriented uses.
- G** One-way travel way with reverse-angle parking and extensive landscaped buffering of US 49. Access moved from Hardy St. to US 49.
- H** Chevy Chase extended between 29th and 28th Avenues to enhance connectivity.
- I** Forrest General Support Services building serves as Midtown focal point.
- J** O'Ferral reconfigured with a median, stormwater captured within the median enhances water quality and stormwater runoff. Serves as a gateway into Midtown.
- K** Civic square with amphitheater serves as Midtown focal point, single-story active retail uses (coffee shops, cafes, restaurants) surround and frame the square.
- L** Three- to four-story university-focused apartments front O'Ferral and wrap corner of 28th Ave. Two-story parking deck serves surrounding development.
- M** 40,000 square foot grocery store with single-story retail line Arlington Loop.
- N** Two- to three-story office/condo building with Community Bank to the south retained.



Promote Additional Housing Opportunities
Student Housing at Hardy & 49

The University of Southern Mississippi's 14,850 students, of which only 3600 are accommodated in on-campus housing, with the remainder living off-campus either at home with their parents or in rental apartments miles away from campus, represent a major housing demand audience. Many students are seeking off-campus housing close to the campus - of which there is a limited supply, particularly within new apartment complexes.

There is an opportunity, working with The University of Southern Mississippi, to tap into this large base of off-campus students. Creating a residential/retail/dining/entertainment development just steps from campus would not only be attractive to many of those commuting to campus today, but to future students who are looking for a university setting in proximity to an active "downtown."



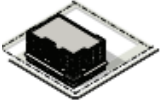
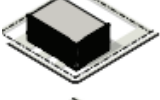
MIDTOWN
in motion.org

CHAPTER 3. PLANNING THEMES 51

Conceptual design of the subject site from Midtown in Motion.org

Sec. 3.2. Building Types Allowed by District

Building types are allowed by district as set forth below.

BUILDING TYPE	Mixed Use (MX-3, -4, -5)	Hardy Street Overlay (-HS)	Employment (EM-2, -3)	Employment (EM-4, -6, -9)	Residential Attached (RA-3)	Residential Detached (RD-2)
 Mixed Use Building	P	P				
 Shopfront Building	P	P				
 General Building	P	P	P	P		
 Civic Building	P	P	P	P	P	P
 Apartment Building	P		P			
 Apartment Court	P		P			
 Garden Apartment	P		P		P	
 Stacked Flat	P		P		P*	
 Townhouse	P		P		P	
 Cottage Court					P	P
 Detached House					P	P

Key: P = Permitted Blank Cell = Not Permitted

* In RA-3, a stacked flat is only allowed on a lot located at the intersection of two public streets.

Sec. 4.4. Permitted Use Table

Uses are allowed by district as set forth below.

	MX -3, -4, -5	EM -2, -3	EM -4, -6, -9	RA -3	RD -2	OS	Definition/ Use Standard
Residential Uses							
Dwelling, detached	X	X	X	P	P	X	Sec. 4.5.A.1
Dwelling, attached	P	P	X	P	X	X	Sec. 4.5.A.2
Dwelling, multi-family	P	P	X	P	X	X	Sec. 4.5.A.3
Assisted living facility, nursing home	P	P	P	X	X	X	Sec. 4.5.A.4
Bed and breakfast residence (up to 5 rooms)	P	P	X	P	PC	X	Sec. 4.5.A.5
Bed and breakfast inn (6 to 12 rooms)	P	P	P	PC	X	X	Sec. 4.5.A.6
Day care center	P	P	P	PC	X	X	Sec. 4.5.A.7
Independent living facility	P	P	P	X	X	X	Sec. 4.5.A.8
Retail Uses							
Amusement and recreation facilities, indoor	P	P	P	X	X	X	Sec. 4.5.B.1
Art gallery	P	P	P	L	X	X	Sec. 4.5.B.2
Bank	P	P	P	X	X	X	Sec. 4.5.B.3
Bar, lounge	P	X	X	X	X	X	Sec. 4.5.B.4
Personal service	P	X	X	L	X	X	Sec. 4.5.B.5
Professional studio, photography, drama, dance, gymnastics	P	X	X	X	X	X	Sec. 4.5.B.6
Repair service	P	X	X	L	X	X	Sec. 4.5.B.7
Restaurant	P	X	X	L	X	X	Sec. 4.5.B.8
Retail sales	P	X	X	L	X	X	Sec. 4.5.B.9
Commercial Uses							
Ambulance service	P	P	P	X	X	X	Sec. 4.5.C.1
Hotel, motel (13 or more rooms)	P	X	X	X	X	X	Sec. 4.5.C.2
Hospice	P	P	P	X	X	X	Sec. 4.5.C.3
Hospital	X	P	P	X	X	X	Sec. 4.5.C.4
Medical clinic, office	P	P	P	X	X	X	Sec. 4.5.C.5
Office	P	P	P	L	X	X	Sec. 4.5.C.6
Parking lot or garage	PC	PC	PC	X	X	X	Sec. 4.5.C.7
Veterinary clinic	L	L	L	X	X	X	Sec. 4.5.C.8

Key: P = Permitted by-right

PC = Planning Commission review required

L = Use permitted subject to use standards specified in cross-reference

X = Not permitted

Note: None of the above permitted uses include an "adult entertainment establishment" as defined in the Land Development Code.

	MX -3, -4, -5	EM -2, -3	EM -4, -6, -9	RA -3	RD -2	OS	Definition/ Use Standard
Civic Uses							
Amphitheater	X	X	X	X	X	P	Sec. 4.5.D.1
College, university	P	P	P	X	X	X	Sec. 4.5.D.2
Museum, library	P	P	P	X	X	X	Sec. 4.5.D.3
Park, playground	P	P	P	P	P	P	Sec. 4.5.D.4
Place of worship	P	P	P	PC	PC	X	Sec. 4.5.D.5
School, K-12	P	P	P	PC	PC	X	Sec. 4.5.D.6
Semi-public use	P	P	P	X	X	X	Sec. 4.5.D.7
Accessory Uses							
Drive-thru	PC	PC	PC	X	X	X	Sec. 4.5.E.1
Carriage house	X	X	X	P	P	X	Sec. 4.5.E.2
Home care center	P	P	P	P	P	X	Sec. 4.5.E.3
Home occupation	L	L	L	L	L	X	Sec. 4.5.E.4
Utility service	P	P	P	P	P	X	Sec. 4.5.E.5

Key: P = Permitted by-right

PC = Planning Commission review required

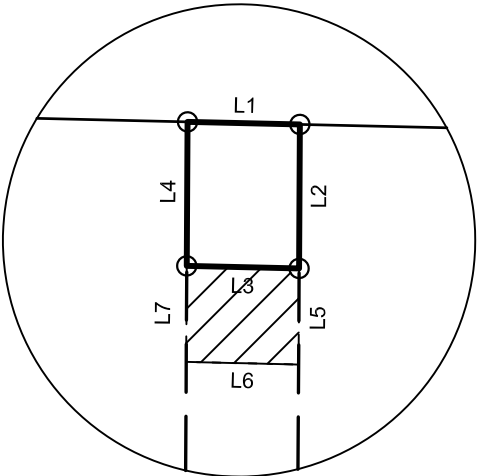
L = Use permitted subject to use standards specified in cross-reference

X = Not permitted

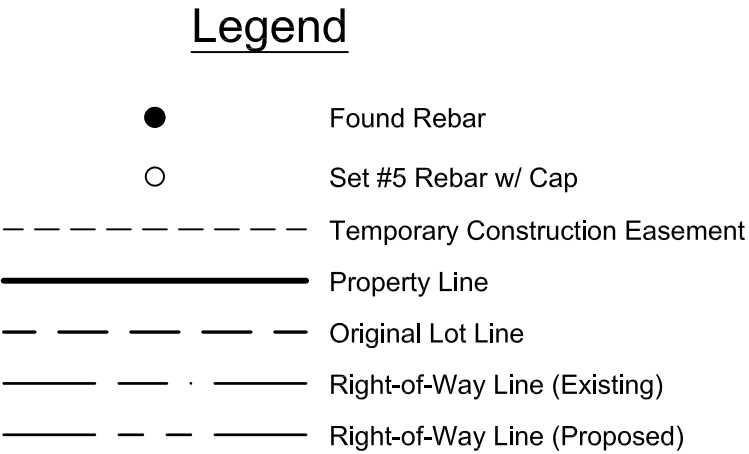
Note: None of the above permitted uses include an "adult entertainment establishment" as defined in the Land Development Code.

Legal Description(s)
(attached)

LINE	BEARING	DISTANCE
L1	S 88°40'09" E	11.71'
L2	S 00°19'09" W	15.00'
L3	N 88°40'09" W	11.71'
L4	N 00°19'09" E	15.00'
L5	S 00°19'09" W	10.00'
L6	N 88°40'09" W	11.71'
L7	N 00°19'09" E	10.00'



Detail "A"
Not to Scale



BARSCALE
1"=50'

General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Hillsdale Addition Subdivision Platt

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022
Date: December 8, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

POINT OF COMMENCEMENT

Tract I & Temporary Construction Easement
Found Flat Iron Bar
NE corner of Lot 1, Block 1
Hillsdale Addition
Forrest County, Mississippi
N:662651.58 E:827760.06
Scale Factor: 0.99997805
Convergence: -0° 15' 38"

POINT OF BEGINNING

Tract I
Set #5 Rebar w/ Cap
N:662648.36 E:827898.48
S 88°40'09" E 138.46'

Tract I
(0.004 Acres±)
176 Sq.Ft.

ARLINGTON LOOP (50' Right-of-Way)

See Detail "A"

Temporary Construction
Easement
(0.003 Acres±)
117 Sq.Ft.

POINT OF BEGINNING

Temporary Construction Easement
Set #5 Rebar w/ Cap
N:662633.36 E:827898.40

Hattiesburg Clinic
Professional Association
Part of Lot 2, Block 1
Hillsdale Addition

Legal Description Tract 1

A proposed tract of land containing 0.004 acres (176 square feet), more or less, situated in part of Lot 2 Hillsdale Addition to the City of Hattiesburg Forrest County, Mississippi .The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997805, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a Flat Iron Bar found located at the Northeast corner of Lot 1, said Hillsdale Addition, having a MS State plane coordinate of N:662651.58 E:827760.06; thence South 88 degrees 40 minutes 09 seconds East 138.46 feet to a #5 rebar and cap set (N:662648.36 E:827898.48) marking the POINT OF BEGINNING;

Thence South 88 Degrees 40 Minutes 09 Seconds East 11.71 feet to a #5 rebar and cap set;

Thence South 00 Degrees 19 Minutes 09 Seconds West 15.00 feet to a #5 rebar and cap set;

Thence North 88 Degrees 40 Minutes 09 Seconds West 11.71 feet to a #5 rebar and cap set;

Thence North 00 Degrees 19 Minutes 09 Seconds East 15.00 feet to the POINT OF BEGINNING;

Legal Description Temporary Construction Easement:

A proposed Temporary Construction easement containing 0.003 acres (117 square feet), more or less, situated in part of Lot 2 Hillsdale Addition to the City of Hattiesburg Forrest County, Mississippi .The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997805, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a Flat Iron Bar found located at the Northeast corner of Lot 1, said Hillsdale Addition, having a MS State plane coordinate of N:662651.58 E:827760.06; thence South 88 degrees 40 minutes 09 seconds East 138.46 feet to a #5 rebar and cap set (N:662648.36 E:827898.48); thence South 00 degrees 19 minutes 09 seconds East 15.0 feet to a #5 rebar and cap set marking the POINT OF BEGINNING;

Thence South 88 Degrees 40 Minutes 09 Seconds East 11.71 feet to a #5 rebar and cap set;

Thence South 00 Degrees 19 Minutes 09 Seconds West 10.00 feet;

Thence North 88 Degrees 40 Minutes 09 Seconds West 11.71 feet;

Thence North 00 Degrees 19 Minutes 09 Seconds East 10.00 feet to the POINT OF BEGINNING.



3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

Proposed Right-of-Way Take
for
Hattiesburg Clinic Professional Association
Part of Lot 2, Block 1 Hillsdale Addition
City of Hattiesburg, Forrest County, Mississippi
ppin 46013

DRAWING No.:NS16886_46013.dwg JOB No.:NS.16886.000

DRAWN BY: J. Byrd CHECKED BY: J. Black

SCALE: 1"=50' DATE: 12/12/2022 SHEET 1 of 1

Legend

- Found Rebar
- Set #5 Rebar w/ Cap
- - - - - Temporary Construction Easement
- - - - - Property Line
- - - - - Original Lot Line
- ==== Right-of-Way Line (Existing)
- ==== Right-of-Way Line (Proposed)

LINE	BEARING	DISTANCE
L1	S 88°40'09" E	103.76'
L2	S 44°10'30" E	28.54'
L3	N 88°40'09" W	33.76'
L4	N 46°50'57" W	15.00'
L5	N 88°40'09" W	79.00'
L6	N 00°19'09" E	10.00'
L7	S 44°10'30" E	14.27'
L8	N 88°40'09" W	32.76'
L9	N 46°50'57" W	15.00'
L10	N 88°40'09" W	90.00'
L11	N 00°19'09" E	10.00'



BARSCALE
1"=50'

General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Hillsdale Addition Subdivision Platt

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

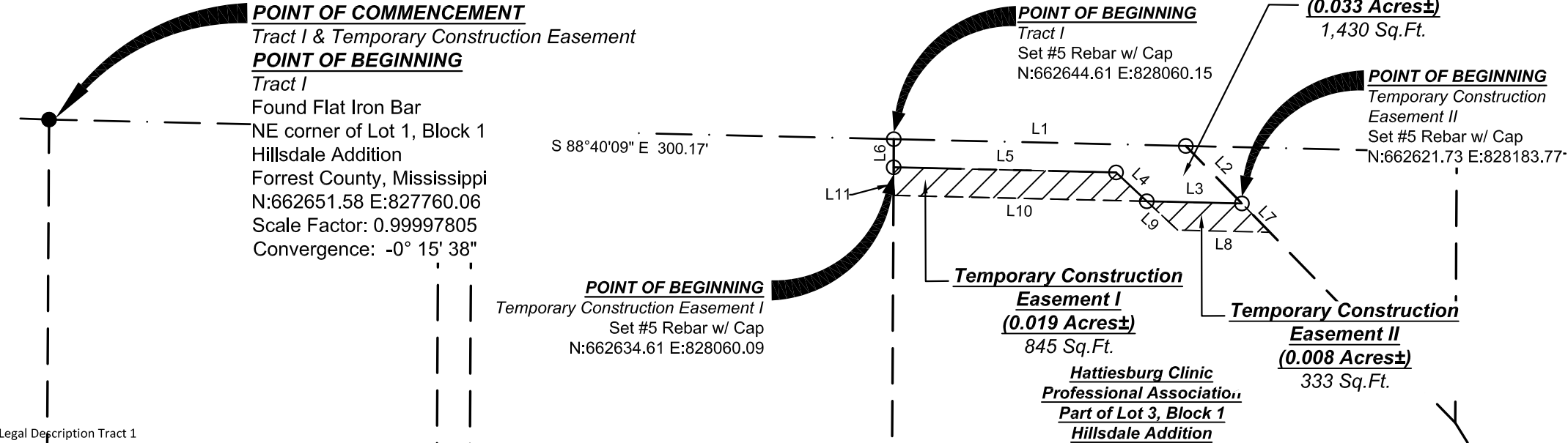
CERTIFICATION

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This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022
Date: December 8, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026



Legal Description Tract 1
A proposed tract of land containing 0.033 acres (1,430 square feet), more or less, situated in part of Lot 3 Hillsdale Addition to the City of Hattiesburg Forrest County, Mississippi .The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997805, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Commencing point and being more particularly described as follows:
Commencing at a Flat Iron Bar found located at the Northeast corner of Lot 1, said Hillsdale Addition, having a MS State plane coordinate of N:662651.58 E:827760.06; thence South 88 degrees 40 minutes 09 seconds East 300.17 feet to a #5 rebar and cap set (N:662644.61 E:828060.15) marking the POINT OF BEGINNING;

Thence South 88 Degrees 40 Minutes 09 Seconds East 103.76 feet to a #5 rebar and cap set;
Thence South 44 Degrees 10 Minutes 30 Seconds East 28.54 feet to a #5 rebar and cap set;
Thence North 88 Degrees 40 Minutes 09 Seconds West 33.76 feet to a #5 rebar and cap set;
Thence North 46 Degrees 50 Minutes 57 Seconds West 15.00 feet to a #5 rebar and cap set;
Thence North 88 Degrees 40 Minutes 09 Seconds West 79.00 feet to a #5 rebar and cap set;
Thence North 00 Degrees 19 Minutes 09 Seconds East 10.00 feet to the POINT OF BEGINNING;

Legal Description Temporary Construction Easement No. 1:
A proposed Temporary Construction easement containing 0.019 acres (845 square feet), more or less, situated in part of Lot 3 Hillsdale Addition to the City of Hattiesburg, Forrest County, Mississippi .The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997805, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Commencing point and being more particularly described as follows:
Commencing at a Flat Iron Bar found located at the Northeast corner of Lot 1, said Hillsdale Addition, having a MS State plane coordinate of N:662651.58 E:827760.06; thence South 88 degrees 40 minutes 09 seconds East 300.17 feet to a #5 rebar and cap set (N:662644.61 E:828060.15); thence South 00 degrees 19 minutes 09 seconds West 10.0 feet to a #5 rebar and cap set marking the POINT OF BEGINNING;

Thence South 88 Degrees 40 Minutes 09 Seconds East 79.00 feet to a #5 rebar and cap set;
Thence South 46 Degrees 50 Minutes 57 Seconds East 15.00 feet to a #5 rebar and cap set;
Thence North 88 Degrees 40 Minutes 09 Seconds West 90.00 feet;
Thence North 00 Degrees 19 Minutes 09 Seconds East 10.00 feet to the POINT OF BEGINNING.

Legal Description Temporary Construction Easement No. 2:
A proposed Temporary Construction easement containing 0.019 acres (845 square feet), more or less, situated in part of Lot 3 Hillsdale Addition to the City of Hattiesburg Forrest County, Mississippi .The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997805, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Commencing point and being more particularly described as follows:
Commencing at a Flat Iron Bar found located at the Northeast corner of Lot 1, said Hillsdale Addition, having a MS State plane coordinate of N:662651.58 E:827760.06; thence South 88 degrees 40 minutes 09 seconds East 403.93 feet; thence South 44 degrees 10 minutes 30 seconds East 28.54 feet to a #5 rebar and cap set marking the POINT OF BEGINNING;
Thence South 44 Degrees 10 Minutes 30 Seconds East 14.27 feet to a #5 rebar and cap set;
Thence North 88 Degrees 40 Minutes 09 Seconds West 32.76 feet to a #5 rebar and cap set;
Thence North 46 Degrees 50 Minutes 57 Seconds West 15.00 feet to a #5 rebar and cap set;
Thence South 88 Degrees 40 Minutes 09 Seconds East 33.76 feet to the POINT OF BEGINNING.



3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

*Proposed Right-of-Way Take
for
Hattiesburg Clinic Professional Association
Part of Lot 3, Block 1 Hillsdale Addition
City of Hattiesburg, Forrest County, Mississippi
ppin 17800*

DRAWING No.:NS16886_17800 .dwg JOB No.:NS.16886.000

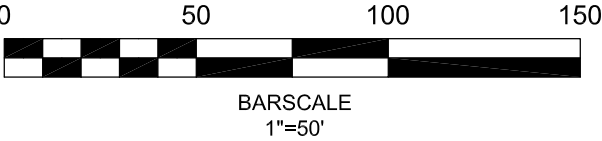
DRAWN BY: J. Byrd CHECKED BY: J. Black

SCALE: 1"=50' DATE: 12/12/2022 SHEET 1 of 1

Legend

- Found Rebar
- Set #5 Rebar w/ Cap
- - - - - Temporary Construction Easement
- Property Line
- - - - - Original Lot Line
- Right-of-Way Line (Existing)
- Right-of-Way Line (Proposed)

LINE	BEARING	DISTANCE
L1	S 88°40'09" E	150.00'
L2	S 00°19'09" W	10.00'
L3	N 88°40'09" W	150.00'
L4	N 00°19'09" E	10.00'



General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

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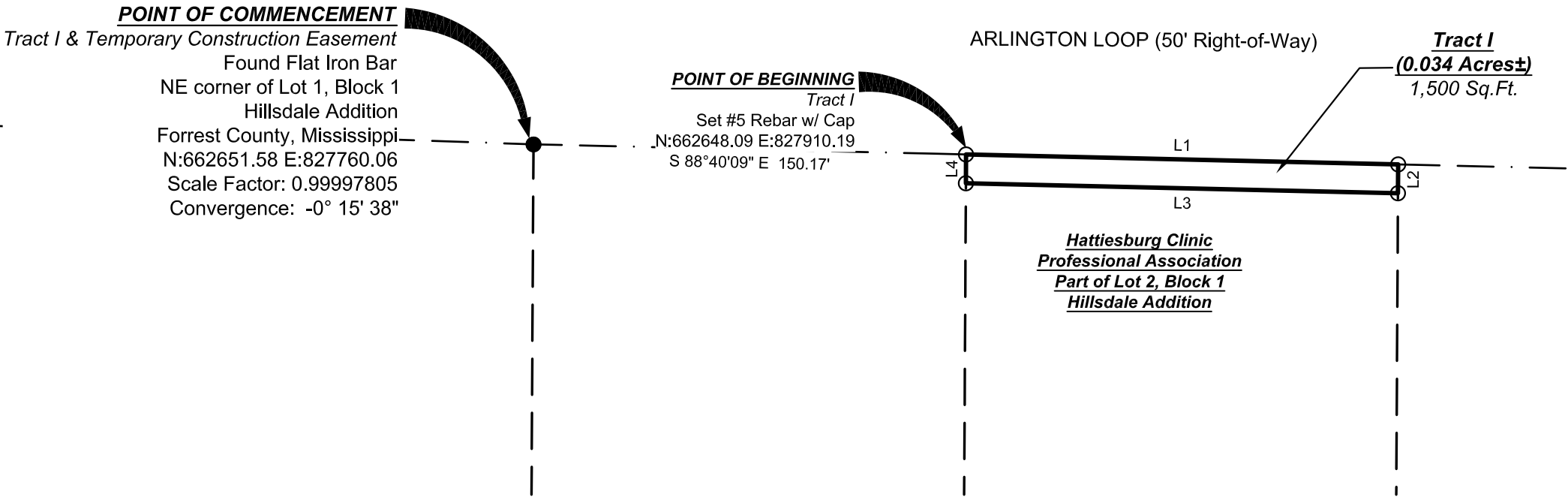
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This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022
Date: December 8, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026



Legal Description Tract 1

A proposed tract of land containing 0.034 acres (1,500 square feet), more or less, situated in part of Lot 2 Hillsdale Addition to the City of Hattiesburg Forrest County, Mississippi .The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997805, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a Flat Iron Bar found located at the Northeast corner of Lot 1, said Hillsdale Addition, having a MS State plane coordinate of N:662651.58 E:827760.06; thence South 88 degrees 40 minutes 09 seconds East 150.17 feet to a #5 rebar and cap set (N:662648.09 E:827910.19) marking the POINT OF BEGINNING;

Thence South 88 Degrees 40 Minutes 09 Seconds East 150.00 feet to a #5 rebar and cap set;

Thence South 00 Degrees 19 Minutes 09 Seconds West 10.00 feet to a #5 rebar and cap set;

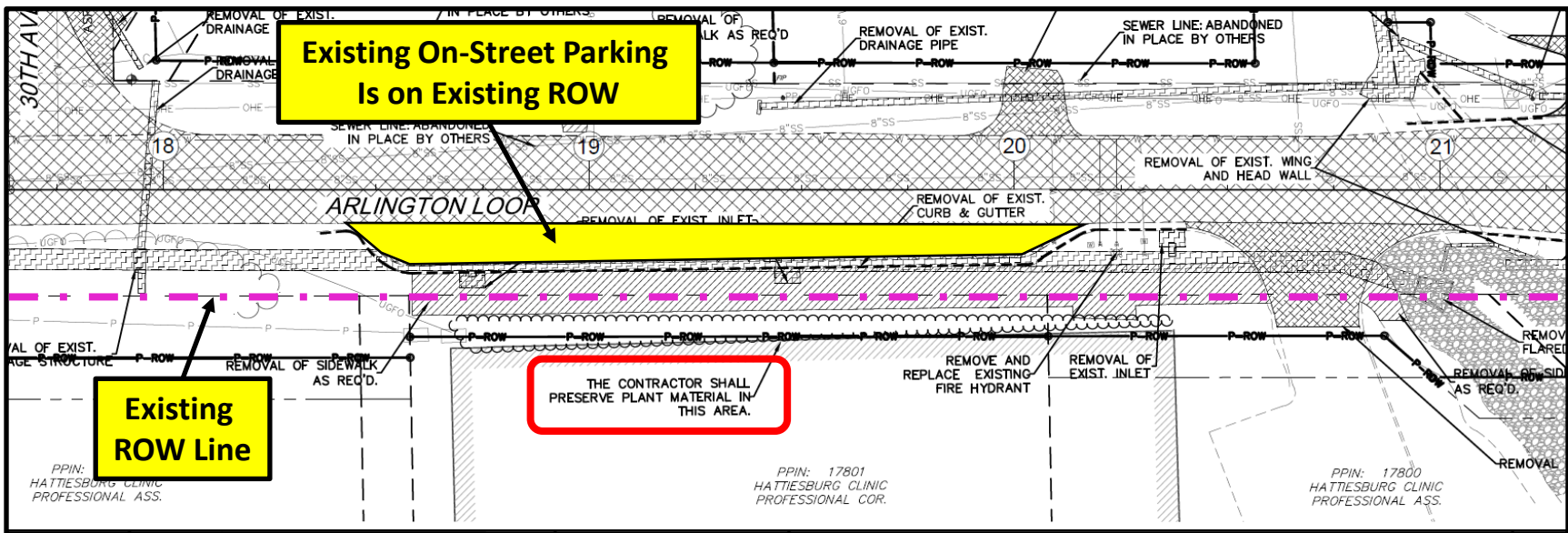
Thence North 88 Degrees 40 Minutes 09 Seconds West 150.00 feet to a #5 rebar and cap set;

Thence North 00 Degrees 19 Minutes 09 Seconds East 10.00 feet to the POINT OF BEGINNING;

MAPTECH, INC.
Surveying Mapping Remote Sensing
3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

Proposed Right-of-Way Take
for
Hattiesburg Clinic Professional Association
Part of Lot 2, Block 1 Hillsdale Addition
City of Hattiesburg, Forrest County, Mississippi
ppin 17801

DRAWING No.:NS16886_17801.dwg		JOB No.:NS.16886.000	
DRAWN BY: J. Byrd		CHECKED BY: J. Black	
SCALE: 1"=50'	DATE: 12/12/2022	SHEET 1 of 1	



**There will not be On-Street Parking
with the new Roadway Project**

NOTE:

- SUPPLEMENTAL "ALL-WAY" PLAQUES SHALL BE MOUNTED ON ON ALL STOP SIGNS AT ALL 3-WAY AND 4-WAY STOPS.
- SUPPLEMENTAL PLAQUES SHALL BE COST ABSORBED.

30TH AVENUE

18

19

20

21

ARLINGTON LOOP

Hattiesburg Clinic
Office Building

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link

FORREST COUNTY, MS

Current Date 6/ 2/2023

Tax Year 2022

Records Last Updated 6/ 2/2023

PROPERTY DETAIL

OWNER HATTIESBURG CLINIC PROFESSIONA
415 SOUTH 28TH AVE

ACRES : **NA****LAND VALUE : 20420****IMPROVEMENTS : **NA****

HATTIESBURG MS 39401

TOTAL VALUE: 20420**ASSESSED : 3063****PARCEL** 2-028N-07-244.01**ADDRESS** **NA****TAX INFORMATION**

YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	200.63	200.63	0.00
CITY	162.74	162.74	0.00
SCHOOL	202.40	202.40	0.00
TOTAL	565.77	565.77	0.00

LAST PAYMENT DATE 1 / 30 / 2023**MISCELLANEOUS INFORMATION**

EXEMPT CODE		LEGAL	BEG AT THE SOUTH ROW OF ARLING
HOMESTEAD CODE	None		TON
TAX DISTRICT	1110		LOOP ROAD AND BEING THE NE/COR
PPIN	046013		OF
SECTION	07		WEST 1/2 OF LOT 2 BLOCK 1 OF T
TOWNSHIP	04N		HE
RANGE	13W		HILLSDALE ADD SOUTH 348.78' NO
			RTH

Book 1257**Page** 743[PURCHASE COUNTY TAX SALE FILES](#)**TAX SALES HISTORY, FOR UNPAID TAXES****Year****Sold To****Redeemed Date/By**

NO TAX SALES FOUND

[View Appraisal Record](#)

Back

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Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link

FORREST COUNTY, MS

Current Date 6/ 2/2023

 Tax Year 2022
 Records Last Updated 6/ 2/2023
PROPERTY DETAIL

OWNER HATTIESBURG CLINIC PROFESSIONA
 415 S 28TH AVE
 HATTIESBURG MS 39401-0000

ACRES : **NA**
LAND VALUE : 358860
IMPROVEMENTS : 4719710
TOTAL VALUE: 5078570
ASSESSED : 761786

PARCEL 2-028N-07-242.00**ADDRESS** 200 ARLINGTON LOOP**TAX INFORMATION**

YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	49896.98	49896.98	0.00
CITY	40473.69	40473.69	0.00
SCHOOL	50338.82	50338.82	0.00
TOTAL	140709.49	140709.49	0.00

LAST PAYMENT DATE 1 / 30 / 2023**MISCELLANEOUS INFORMATION**

EXEMPT CODE	LEGAL	LOT 3 BLK 1 OF HILLSDALE ADD &
HOMESTEAD CODE None		THE NORTH 10'X200' OF A
TAX DISTRICT 1110		VACATED ALLEY
PPIN 017800		722/698 12/94
SECTION 07		PREV #:H0372-01-002
TOWNSHIP 04N		LESS PT SOLD B1258 P1 07/06/20
RANGE 13W		17
		HILLSDALE ADDITION

Book 1024**Page** 517
[PURCHASE COUNTY TAX SALE FILES](#)
TAX SALES HISTORY, FOR UNPAID TAXES

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
-------------	----------------	-------------------------

NO TAX SALES FOUND

[View Appraisal Record](#)
[Back](#)

[Forrest County Home](#) |
 [Online Property Tax Payments](#) |
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 [Terms of Use](#) |
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 [Help](#)

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link

FORREST COUNTY, MS

Current Date 6/ 2/2023

Tax Year 2022
 Records Last Updated 6/ 2/2023
PROPERTY DETAIL

OWNER HATTIESBURG CLINIC PROFESSIONA ACRES : **NA**
 415 SOUTH 28TH AVE LAND VALUE : 240000
 HATTIESBURG MS 39404 IMPROVEMENTS : **NA**
 TOTAL VALUE: 240000
 ASSESSED : 36000

PARCEL 2-028N-07-243.00**ADDRESS** 212 ARLINGTON LOOP**TAX INFORMATION**

YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	2358.00	2358.00	0.00
CITY	1912.68	1912.68	0.00
SCHOOL	2378.88	2378.88	0.00
TOTAL	6649.56	6649.56	0.00

LAST PAYMENT DATE 1 / 30 / 2023**MISCELLANEOUS INFORMATION**

EXEMPT CODE	LEGAL
HOMESTEAD CODE None	E 1/2 LT 2 BLK 1 OF HILLSDALE ADD & THE NORTH 10'X150' OF A
TAX DISTRICT 1110	VACATED ALLEY
PPIN 017801	180/602 12/56 435/531 4/77
SECTION 07	722/698 12/94
TOWNSHIP 04N	PREV #:H0372-01-003
RANGE 13W	DB 777 PG 699 9/97 HILLSDALE ADDITION

Book 1156**Page** 692[PURCHASE COUNTY TAX SALE FILES](#)**TAX SALES HISTORY, FOR UNPAID TAXES**

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
NO TAX SALES FOUND		

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Back

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QUALIFICATIONS OF ZACHARY H. FAIRLEY

Professional Designations & Affiliations

- ◆ State Certified General Real Estate Appraiser in the State of Mississippi, #GA-1418

Related Job Experience

Zac Fairley Appraisals, LLC December 2019 – Present

Owner - Appraise all forms of real estate, including commercial, industrial, residential, multi-family, subdivision developments, right-of-way, partial interest, and timber land properties.

Collins and Null Appraisals, Inc. April 2007- October 2019

Real Estate Appraiser - Appraise all forms of real estate, including commercial, industrial, residential, rights-of-way, partial interest and timber land. Also includes preparation of documents for court proceedings, review of peer appraisals and expert witness testimony.

Academic Background

Petal High School- Petal, MS - (2003)

High School Diploma

Jones County Junior College - (2005)

Associate of Arts Degree in Business Administration

The University of Southern Mississippi - (2012)

Bachelor of Science in Business Administration (Real Estate, Finance)

Professional Education

Appraisal Principles Course (110) - Dallas, TX	Appraisal Institute	2012
Appraisal Procedures Course (120) - Dallas, TX	Appraisal Institute	2012
Standards of Professional Practice, USPAP - Dallas, TX	Appraisal Institute	2012
Business Practices & Ethics (MAB #49249) Online	Appraisal Institute	2013
General Site Valuation and Cost Approach - Houston, TX	Appraisal Institute	2013
Residential Market Analysis and Highest & Best Use (MAB #7325)	Appraisal Institute	2014
Residential Site Valuation and Cost Approach (MAB #49132)	Appraisal Institute	2014

Residential Sales Comparison and Income Approach	Appraisal Institute	2014
Residential Report Writing and Case Studies	Appraisal Institute	2014
Condemnation Appraising: Principles & Applications (MAB #49179)	Appraisal Institute	2015
USPAP Update (2016-2017)	Appraisal Institute	2016
105 The Uniform Act - Executive Summary	MDOT	2016
General Appraiser Sales Comparison Approach (MAB#49264)	Appraisal Institute	2017
Real Estate Finance, Statistics, and Valuation Modeling (MAB#49442)	Appraisal Institute	2018
USPAP Update (2018-2019)	Appraisal Institute	2018
General Appraiser Income Approach, Part 1 (MAB#49573)	Appraisal Institute	2018
General Appraiser Income Approach, Part 2 (MAB#49342)	Appraisal Institute	2019
General Appraiser Market Analysis & Highest and Best Use (MAB#49647)	Appraisal Institute	2020
Valuation Impacts from Covid-19	Appraisal Institute	2020
General Appraiser Report Writing & Case Studies (MAB#49729)	Appraisal Institute	2020
Advanced Income Capitalization (MAB#49604)	Appraisal Institute	2020
2020-2021 15-Hour Equivalent USPAP (MAB#50212)	Appraisal Institute	2021
2022-2023 7-Hour USPAP Update (MAB#50355)	McKissock	2022

State of Mississippi
MISSISSIPPI REAL ESTATE APPRAISER LICENSING
AND CERTIFICATION BOARD

LICENSE # GA-1418

STATUS: ACTIVE

ZACHARY HUNTER FAIRLEY

HAS BEEN GRANTED A LICENSE AS A
STATE CERTIFIED GENERAL APPRAISER

Effective Date:
05/25/2022



Expiration Date:
05/31/2024

SIGNATURE OF LICENSEE

Robert E. Praytor, Administrator



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Deputy Director
cc:
Date: Tuesday, June 20, 2023
Re: Adopt a Resolution declaring a portion of property identified as Forrest County Parcel PPIN 20813 and PPIN 20814 necessary for public use, establishing just compensation and authorizing the Mayor to make a fair market value offer to Hattiesburg Clinic PA and issue a manual check.
File Number: 2023-419
Minute Book #

Summary

Adopt resolution declaring a portion of property identified as Forrest County Parcel PPIN 20813 and PPIN 20814 necessary for public use, approving the appraisal, establishing just compensation and authorizing the mayor to make a fair market value offer to Hattiesburg Clinic PA and any and all interest holders in said property, and to acquire rights to the property from all interest holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 20, 2023 City Council meeting for consideration.



FAIR MARKET VALUE OFFER

Owner: Hattiesburg Clinic P.A.

PPIN: 20813 and 20814

Project No: DECD-0018(36)BO

City/County: Hattiesburg / Forrest

It is necessary that the City of Hattiesburg acquire from you, Hattiesburg Clinic P.A., certain property necessary for the construction of this project.

The identification of the real property and the particular interests being acquired are indicated on the attached instrument. It is assumed that Hattiesburg Clinic P.A. is donating temporary construction easement interests.

The value of the real property interests being acquired is based on the fair market value of the property and is not less than the approved appraised value/waiver valuation, disregarding any decrease or increase in the fair market value caused by the project.

This fair market value offer includes all damages and is based on our approved Appraisal Valuation in the amount of \$35,495.

Land Value:	\$35,495
Improvements:	\$0
Damages:	\$0
Total Fair Market Value Offer	\$35,495

This Appraisal Valuation was made based upon recent market data in this area.

This acquisition does not include oil, gas, or mineral rights, but includes all other interests.

Unless noted otherwise, this acquisition does not include any items which are considered personal property under Mississippi State Law. Examples of such items are household and office furniture and appliances, machinery, business and farm inventory, etc.

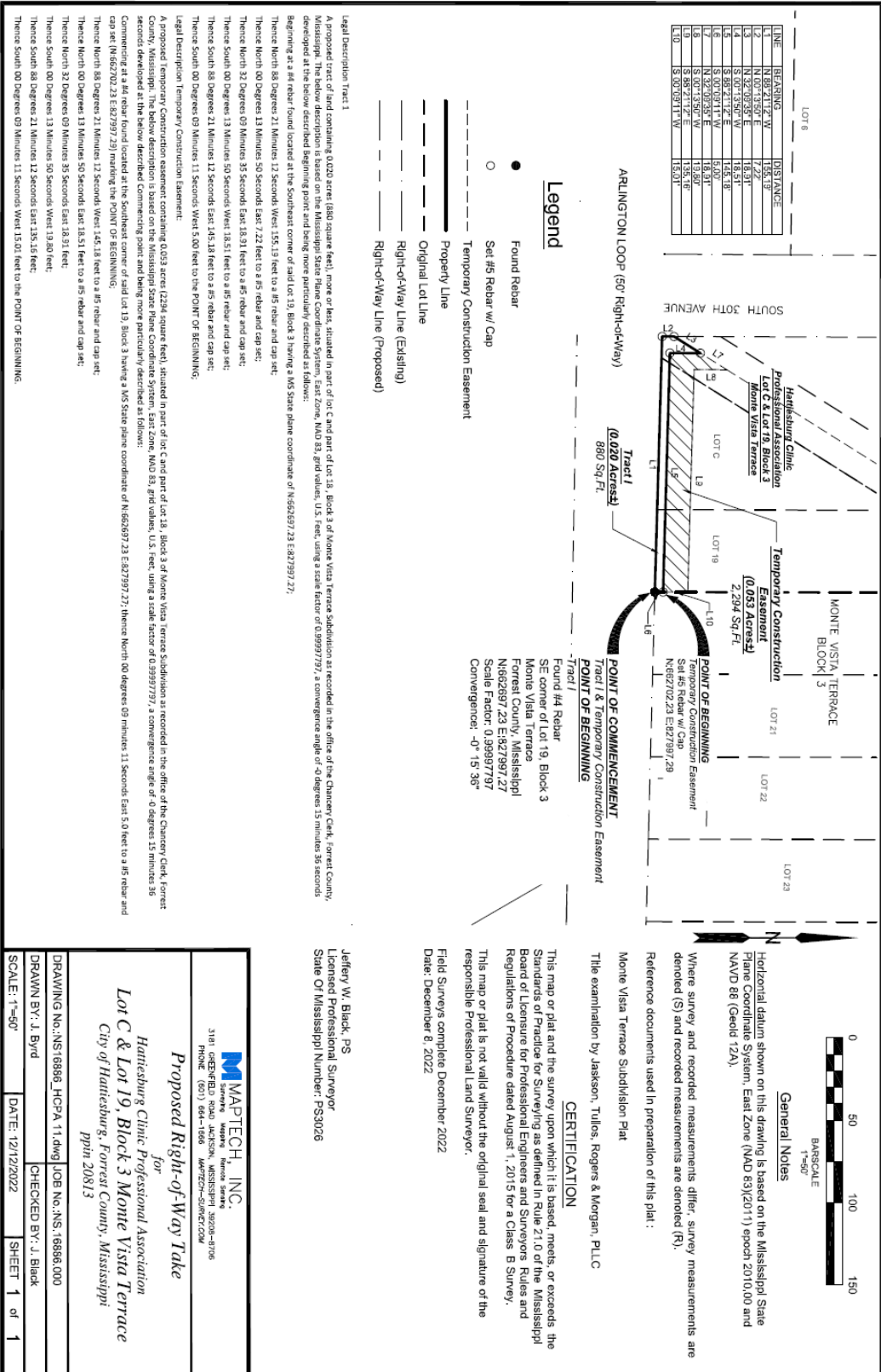
The real property improvements being acquired are further described in Exhibit A.

Under the authority conveyed to me by resolution of the Hattiesburg City Council, and based on the recommended appraisal for the above-described property, which is inclusive of all compensable interests, including leasehold interests, I, do hereby make the City of Hattiesburg's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of \$35,495.

If this offer is accepted, you will execute a warranty deed, and any leasehold interests will also be required to execute a quit claim deed. If you have a mortgage in place, a partial release of the acquired property from the mortgage may have to be secured from your lender and/or your lender may be made a payee on the check for payment. You will also be required to provide a duly executed W-9 form for tax reporting, and you may be required to execute a closing statement and other ancillary documents when funds are exchanged.

Signed _____ Date _____

Exhibit A



Legend

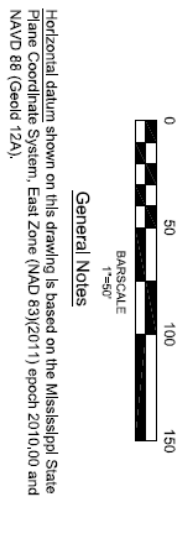
- Found Rebar
- Set #5 Rebar w/ Cap
- Temporary Construction Easement
- Property Line
- Original Lot Line
- Right-of-Way Line (Existing)
- Right-of-Way Line (Proposed)

LINE	BEARING	DISTANCE
1	N 00°00'11" E	51.00'
2	N 88°50'12" E	113.00'
3	N 00°00'11" E	30.01'
4	S 88°50'12" E	23.00'
5	S 06°54'12" E	35.38'
6	N 88°50'14" W	146.35'
7	N 00°00'11" E	113.00'
8	S 88°50'12" E	103.06'
9	N 00°00'11" E	15.01'
10	S 88°50'12" E	10.00'

POINT OF COMMENCEMENT
POINT OF BEGINNING
Traction 1

Found #4 Rebar
SE corner of Lot 19, Block 3
Monte Vista Terrace
Forrest County, Mississippi
N662697.23 E3827997.27
Scale Factor: 0.99997797
Convergence: -0° 15' 36"

Tract I
(0.038 Acres)
1,655 Sq. Ft.



General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83/2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat:

Monte Vista Terrace Subdivision Plat

Title examination by Jackson, Tullis, Rogers & Morgan, PLLC

CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022

Date: December 8, 2022

Jeffrey W. Black, P.S.
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

MAPTECH, INC.
3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39206-8706
PHONE: (601) 664-1866 MAPTECH-SURVEY.COM

*Proposed Right-of-Way Take
for
Hattiesburg Clinic Professional Association
Lots 20, 21 & Part of 22, Block 3 Monte Vista Terrace
City of Hattiesburg, Forrest County, Mississippi
ppin 20813*

DRAWING NO.: NS16886, HCPA 11.dwg JOB NO.: NS.16886.000

DRAWN BY: J. Byrd CHECKED BY: J. Black

SCALE: 1"=50' DATE: 12/12/2022 SHEET 1 of 1

Legal Description Tract 1

A proposed tract of land containing 0.038 acres (1,655 square feet), more or less, situated in part of lots 20, 21 and 22, Block 3 of Monte Vista Terrace Subdivision as recorded in the office of the County Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997797, a convergence angle of 0 degrees 15 minutes 36 seconds developed at the below described Beginning point and being more particularly described as follows:

Beginning at a #4 rebar found located at the Southeast corner of said Lot 19, Block 3 having a MS State plane coordinate of N662697.23 E3827997.27;

Thence North 00 Degrees 09 Minutes 11 Seconds East 5.00 feet to a #5 rebar and cap set;

Thence North 88 Degrees 30 Minutes 13 Seconds East 113.09 feet to a #5 rebar and cap set;

Thence North 30.01 feet to a #5 rebar and cap set;

Thence South 88 Degrees 30 Minutes 12 Seconds East 23.00 feet to a #5 rebar and cap set;

Thence South 06 Degrees 09 Minutes 12 Seconds East 35.38 feet to a #5 rebar and cap set;

Thence North 88 Degrees 30 Minutes 14 Seconds West 146.35 feet to the POINT OF BEGINNING;

Legal Description Temporary Construction Easement:

A proposed Temporary Construction easement containing 0.042 acres (1,846 square feet), situated in part of lots 20, 21 and 22, Block 3 of Monte Vista Terrace Subdivision as recorded in the office of the County Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997797, a convergence angle of 0 degrees 15 minutes 36 seconds developed at the below described Beginning point and being more particularly described as follows:

Connecting at a #4 rebar found located at the Southeast corner of Lot 19, Block 3 having a MS State plane coordinate of N662697.23 E3827997.27; thence North 00 degrees 09 minutes 11 seconds East 5.0 feet to a #5 rebar and cap set (N662702.23 E3827997.27) running the POINT OF BEGINNING;

Thence North 00 Degrees 09 Minutes 11 Seconds East 15.01 feet;

Thence South 88 Degrees 30 Minutes 12 Seconds East 103.05 feet;

Thence North 15.01 feet;

Thence South 88 Degrees 30 Minutes 12 Seconds East 10.00 feet to a #5 rebar and cap set;

Thence South 30.01 feet to a #5 rebar and cap set;

Thence North 88 Degrees 30 Minutes 13 Seconds West 113.09 feet to the POINT OF BEGINNING.

Items for City of Hattiesburg Agenda:

Adopt resolution declaring a portion of property identified as Forrest County Parcel PPIN 20813 and 20814 necessary for public use, establishing just compensation and authorizing the mayor to make a fair market value offer to Hattiesburg Clinic PA and any and all interest holders in said property, and to acquire rights to the property from all interest holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended

RESOLUTION

WHEREAS, upon careful consideration, the City of Hattiesburg, Mississippi, (hereinafter “City”), acting by and through the City Council, has determined it to be in the best interests of the citizens of the City to construct improvements in Midtown Hattiesburg, including on and adjacent to Arlington Loop, 30th Avenue and 31st Ave, located within the City limits; and

WHEREAS, to accomplish this project, the City finds it necessary to acquire for public use all or part of certain property belonging to the following landowners or their successors in title and/or other parties interested in said property which is more particularly described as Forrest County PPIN 20813 and in the construction plans for the project, which plans are made a part hereof by reference; and

WHEREAS, an appraisal of the subject property was conducted by Zac Fairley Appraisals & Consulting, a licensed real estate appraiser, on April 24, 2023, showing the fair market value of the interests to be acquired to be \$35,495 said appraisal being attached hereto as Exhibit “A”; and

**Forrest County Parcels PPIN 20813
Hattiesburg Clinic P.A.**

NOW, THEREFORE, LET IT BE KNOWN THAT the appraisal by Zac Fairley Appraisals & Consulting, a licensed real estate appraiser, on April 24, 2023, of said property is approved, and the appraised value of \$35,495 for the interests to be acquired is acknowledged to be just compensation for said parcel, and the Mayor or his representative is authorized to make a Fair Market Value offer to the owner(s) of said parcel, and, if accepted, the Mayor is authorized to execute any and all documents required to complete said transaction, including the issuance of a manual check in payment.

The above and foregoing Resolution, having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and adopted by the following vote:

YEAS: NAYS: ABSENT:

The President thereby declared the motion carried and the Resolution adopted this the
__ Day of June, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the
Mayor, this the __ Day of June, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Establishment of Just Compensation Offer

The property that is the subject of this offer of just compensation is as follows:

Owner: Hattiesburg Clinic PA
PPIN: 20813 and 20814 (the area(s) to be acquired as shown on Exhibit A)
Project No: DECD-0018(36)BO
County: Forrest

Under the authority conveyed to me by the Hattiesburg City Council, and based on the recommended appraisal for the above-named property, which is inclusive of all compensable interests, I, *Toby Barker*, Mayor of the city of Hattiesburg, do hereby establish the City of Hattiesburg's offer of what is believed to be just compensation for the acquisition of the real property rights specified in Exhibit A hereto, in the amount of \$45,555.

Signed_____ Date_____

NOTICE

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests/owners.

APPRAISAL REPORT

Parcel Number(s) (PPIN No. 20813)
Owner Hattiesburg Clinic
Occupied / Leased Vacant
County Forrest
Project Description Midtown Streetscape Project
Effective Date of the Appraisal 04/24/2023
Report Date 05/19/2023
Report Requested for Original Appraisal

Prepared For



The City of Hattiesburg
c/o Ann Jones, Chief Administrative Officer
P.O. Box 1898
Hattiesburg, MS 39403

This Appraisal Report Was Prepared By



ZAC FAIRLEY APPRAISALS & CONSULTING

601-466-2750 ZFAPPRaiser@GMAIL.COM

Possession of this report does not carry or imply a right of use and/or publication. This real property appraisal report is the property of the City of Hattiesburg and may not be utilized or cited in whole or in part without the express written consent of an authorized agent or official of the City of Hattiesburg.

Table of Contents

Appraisal Report	2
Property Owner Contact Record	2
Summary of Facts and Findings	3
Certificate of Appraiser	4
Appraisal Scope of the Work	5
Identification of Client and Intended Users	5
Intended Use of the Appraisal Report	5
Purpose of the Appraisal	5
Parameters of Data Search	5
Extent of Property Inspection	5
Valuation Process	6
Property Rights Appraised	6
Fair Market Value Defined	6
Assumptions and Limiting Conditions	7
Extraordinary Assumptions and Hypothetical Conditions	8
Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)	9
Area & Neighborhood Data	11
Site Description	12
Whole Tract and Larger Parcel Declaration	19
Highest and Best Use Analysis	21
Ownership History and Tax Information	23
Approaches to Value	24
Sales Comparison Approach – (Land) – Before Value	26
Explanation of Adjustment-(Land)	28
Final Reconciliation of Value	30
Addenda	1
Terms and Definitions	1
Legal Description(s)	11

Appraisal Report

Parcel No.	<u>(PPIN No. 20813)</u>	Project No. (new)	<u>Midtown Streetscape Project</u>
FAP No.	<u></u>	Project No. (old)	<u></u>
County	<u>Forrest</u>		
Owner(s):	<u>Hattiesburg Clinic</u>	Address:	<u>415 S. 28th Avenue</u>
	<u>c/o Kyle Thornton</u>		<u></u>
Phone:	<u>601-579-3476</u>		<u>Hattiesburg, MS 39401</u>
	<u></u>		<u></u>

Estate Appraised:	☒ Fee	Area of Whole Tract	<u>61,537 Sq. Ft. or 1.41 Acres</u>
	☒ Easement	Area of Remaining Tract	<u>59,002 Sq. Ft. or 1.35 Acres</u>
	☐ Other	Area to be Acquired	<u>2,535 Sq. Ft. or 0.058 Acres</u>

Parcel	Parcel	Permanent Easement	Temporary Easement
11	2-028N-07-049.00	0.020 Ac or 880 SF	0.053 Ac or 2,294 SF
12	2-028N-07-048.00	0.038 Ac or 2,077 SF	0.042 Ac or 1,385 SF
	TOTALS	0.058 Ac or 2,535 SF	0.095 Ac or 4,140 SF

Within the scope of the assignment and consistent with USPAP Standard Rules 1 and 2-2, the following analyses, opinions and conclusions have been developed and are reported in this **Appraisal Report**.

Property Owner Contact Record

Subject Property Inspection Dates: April 24th, 2023

The property owner or their designated representative **was** offered an opportunity to accompany the appraiser performing this appraisal during the appraisal inspection of the property. A Right of Way Acquisition Guide deilevered **to the property representative** on April 24th, 2023. *(If opportunity was not offered, explain in comments)*

Contact Comments
A State Aid Right of Way Acquisition Guide and plats of the property were delievered to Kyle Thorton, Hattiesburg Clinic Administration, on April 24th, 2023 during the site visit. During this meeting, we discussed the various Hattiesburg Clinic owned properties that are affected by the project. Mr. Thronton and I discussed each plat individually, and discussed the overall project intentions. After our meeting, I inspected the subject property via the public roadways and access drives.
Is the Property being Leased or Rented? ☐ Yes ☒ No
Lessor: <u></u> Lessee: <u></u>
Terms of Lease: <u>See Addenda</u>

Date 05/19/2023

Appraiser (sig.)

(name)
(License)

Zachary H. Fairley
Certified General Real Estate Appraiser, GA-1418

Parcel No. Parcels 11 & 12

Project No. Midtown Streetscape Project

Summary of Facts and Findings

Project No. Midtown Streetscape Project	Parcel No. PPIN 20813
Property Owner: Hattiesburg Clinic; c/o Kyle Thornton, Administration Address: 415 S. 28 th Avenue, Hattiesburg, MS 39401 Phone: 601-579-3476	Leasehold (Tenants) Address: Phone:
Identification of the Property Appraised:	<i>Brief description of property identification, such as Section, Township, Range, Lot and Block, Street Address, etc.</i>
The subject property is estimated to be +/- 1.41 acres of land located along the the northeast corner of South 30 th Avenue and Arlington Loop.	
Estate Appraised:	<i>(Fee, Easement, Other)</i>
Fee Simple- Easement	
Size of the Whole Tract (Before):	61,537 Sq. Ft. or 1.41 Acres
Size of the Remaining Parcel (After):	59,002 Sq. Ft. or 1.35 Acres
Size of the Area to be Acquired:	2,535 Sq. Ft. or 0.058 Acres
Highest and Best Use Before (Whole Tract):	Commercial development
Highest and Best Use After (Whole Tract):	Commercial devleopment
Size of the Larger Parcel(s) <i>(If different from the Whole Tract)</i>	NA
Highest and Best Use of the Larger Parcel(s)	NA
Unit Value of the Land (Before)	\$14.00/sf
Unit Value of the Land (After)	\$14.00/sf
Improvements:	<i>(Briefly describe the improvements, such as, single family house, shed, barn, etc.)(List any personal property not covered in the appraisal report.)</i>
None	

Total Before Value:	\$861,520
Total After Value:	\$815,965
Just Compensation:	\$45,555

Effective Date of the Appraisal:	04/24/23
Date of Report:	05/19/23

Certificate of Appraiser

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct; The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and legal instructions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions;

I have no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved;

Neither my engagement or my compensation for completing this appraisal assignment was contingent upon my developing or reporting a predetermined result, predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;

The real property appraisal documented in this appraisal report was completed in accordance with the Laws of the State of Mississippi, the real property appraisal documented in this appraisal report was completed in conformity with the standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP).

This appraisal conforms with the appropriate State laws, regulations, policies, and procedures applicable to the appraisal of rights of way for highway purposes;

Unless expressly stated otherwise in this report, I made a personal inspection of the property appraised and the property owner, or his/her designated representative, was given the opportunity to accompany me on the inspection;

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property;

Unless expressly stated otherwise in this report, no one provided significant professional assistance to me in the performance of this appraisal;

I have not performed any services regarding the subject property by the appraiser within the three (3) year period immediately preceding acceptance of the assignment, as an appraiser or any other capacity; If applicable:

I have not revealed the findings and results of this appraisal report to anyone other than the proper officials of the City of Hattiesburg, and I will not do so until authorized by the property authorities or until required by law.

Based upon my independent appraisal and the exercise of my professional judgment, it is my opinion that the valuation of the subject property is as follows:

Fair Market Value of the Whole Tract (as defined in this report)	Before	\$861,520
Fair Market Value of the Remainder Property	After	\$815,965
The difference between the Fair Market Value of the whole tract and the remainder is		\$45,555

as of 04/24/23, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Date 5/19/2023

Appraiser (sig.)



(name)
(License)

Zachary H. Fairley
State Certified General Real Estate Appraiser, GA-1418

Parcel No. Parcels 11 & 12

Project No. Midtown Streetscape Project

Unimproved Property Appraisal Report (Revised: 2014)

Page 4

Appraisal Scope of the Work

Identification of Client and Intended Users

The City of Hattiesburg requested appraisal of the property described in this report. The intended user of this appraisal report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein.

Intended Use of the Appraisal Report

The facts, analyses, opinions, and conclusions contained in this appraisal report establish an estimate of just compensation, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation in this appraisal report includes the fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi, and, upon determination by appraisal review that this appraisal report complies with all applicable standards and requirements, serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the “real property” described herein.

Purpose of the Appraisal

The purpose of the appraisal is to render an opinion as to the Fair Market Value of specified real property as of the stated date and, through application of the Before and After Rule as prescribed under the laws of the State of Mississippi, the valuation of the remainder of specified real property. The difference between these two valuations is the value being sought by the client and is reported to the client as the “opinion of just compensation”.

Parameters of Data Search

The scope of the assignment is to collect and verify as completely as possible, comparable sales, and rentals, if applicable, from within the subject area, or other areas that, in the opinion of the appraiser, are reasonably comparable to the subject area, so that a value conclusion may be derived.

Sources of the data, utilized for this appraisal, include county deed records, real estate brokers, real estate appraisers, and other individuals knowledgeable in the local real estate market and, as applicable and appropriate, other individuals knowledgeable in specific types of property. One or more of the principals involved in the transactions, grantor, grantee, attorney, financier, broker of the transaction, or their representatives, have verified the market sales used in this report. Mississippi is a non-disclosure State. Other than the recordation of a deed, there is no legal requirement for grantors, grantees, or other parties to a transaction, to disclose any information relative to the transfer of real property. Since there is no legal requirement for the deed to include the transaction price when it is recorded, it is possible that there are transactions for which purchase price data could not be obtained.

Extent of Property Inspection

Per the **USPAP Scope of Work Rule**, “*The report must contain sufficient information to allow intended users to understand the scope of work performed*”. The extent of the subject property inspection, including interior and exterior areas, is required content of the appraisal report per the USPAP scope of work rule and per guidance from the FHWA regarding requirements for scope of work. The “extent of the inspection process” includes, but is not limited to: a declaration as to the part or parts of the property that were actually viewed or not viewed during the inspection; for structures and other improvements, whether such items were physically measured by the appraiser, whether interior and/or exterior inspection was performed for each item, and a declaration regarding the level of detail associated with the inspection of tangible property. The following is a description of the extent of the inspection performed on the subject property for this appraisal assignment

The property was inspected on April 26, 2023 by Zachary Fairley (GA-1418). This inspection involved an inspection of the acquisition areas and temporary easements. No improvements are located in the proposed acquisition or easement areas. Photographs were documented from the site visit.

Valuation Process

The data obtained is to be analyzed, when appropriate, via the Cost, Income, and Sales Comparison Approaches to Value, with appropriate support for any adjustments made and the value conclusions. The values derived via these three approaches, if applied, are then reconciled into final opinions of value for the subject property for both the before condition and after condition, respectively. The just compensation opinion thus derived by this process encompasses the value of the partial acquisition, improvements within the acquisition, damages to the remainder (if any), including any curative costs impacted by the acquisition in accordance with the Uniform Act and the Laws of the State of Mississippi.

Property Rights Appraised

The property rights appraised in this report consist of fee simple, and, as applicable and appropriate, easement, leased fee, and leasehold interest(s).

“Fee Simple Estate” is defined by *The Dictionary of Real Estate Appraisal*, 4th Edition, copyright 2002, page 113, by the American Institute of Real Estate Appraisers as being:

“Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.”

“Easement” is defined in *The Dictionary of Real Estate Appraisal*, copyright 2002, 4th Edition, page 90, by the American Institute of Real Estate Appraisers as being:

“An interest in real property that conveys use, but not ownership, of a portion of an owner’s property.”

“Leased Fee Interest” is defined in *The Dictionary of Real Estate Appraisal*, copyright 2002, 4th Edition, page 161, by the American Institute of Real Estate Appraisers as being:

“An ownership interest held by a landlord with the right of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the lessee are specified by contract terms contained within the lease”.

“Leasehold Interest” is defined in *The Dictionary of Real Estate Appraisal*, copyright 2002, 4th Edition, page 162, by the American Institute of Real Estate Appraisers as being:

“The interest held by the lessee (the tenant or renter) through a lease transferring the rights of use and occupancy for a stated term under certain conditions”.

Property Estate(s) Appraised:	<i>List and describe, if necessary, the property right(s) appraised (i.e., fee simple, easement, other)</i>
Fee Simple, Easement	

Fair Market Value Defined

Fair Market Value is value in exchange. It is “the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress”. (See the *Terms and Definitions* section of this report for the source of this definition)

Assumptions and Limiting Conditions

This appraisal is subject to the following underlying assumptions and limiting conditions:

The appraiser(s) certifies that to the best of his or her knowledge and belief, the statements contained in this appraisal report, subject to the limiting conditions set forth below are correct.

This appraisal is of the property described in this report.

The appraiser(s) has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader in visualizing the property.

Certain information in this report was obtained from and/or furnished by sources believed to be reliable; however, the absolute accuracy of information is not guaranteed. If relevant information or errors come to the attention of the appraiser, the appraiser reserves the right to change, alter, revise, or void the opinions contained in this report in part or in their entirety.

Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg. This report is to be used in its entirety. The appraiser is not responsible if any part of this report is used to the exclusion of the remainder.

We are not familiar with any engineering studies made to determine the bearing capacity of the land or that indicate any mineral contents of a significant nature.

The appraiser(s) has no knowledge of the existence of hazardous materials on the property unless otherwise stated in this report. The appraiser, however, is not qualified to detect such substances. The presence of any such substances, which may be potentially hazardous materials, may affect the value of the property. However, as directed by the client, the City of Hattiesburg, this value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value.

To the best of our knowledge no portion of the value assigned to the subject property is for items, which are non-compensable according established laws.

This property has been appraised as though free of all liens, unless otherwise stated herein. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered herewith. Good title is assumed.

Certain background and other relevant information applicable to the appraisal of this property and for this appraisal report is given in the project data brochure, which is incorporated herein by reference.

This appraisal was performed within requirements of regulation, law, and supplemental appraisal standards that are applicable to appraisals performed for governmental acquisitions and thus, certain valuation opinions and conclusions stated in this appraisal report are affected by these requirements. Applicable Mississippi Law is found at Mississippi Code Section 65, Section 43, Section 11, and also found in certain published decisions of the Mississippi Supreme Court as they pertain to property acquisition by Eminent Domain.

The reported value estimate assumed no impact on value because of "Section 404 wetlands", as defined by the U. S. Army Corps of Engineers. The client is urged to seek advice of an expert to determine any potential impact on wetlands on the property.

There are no additional assumptions and limiting conditions applicable to this appraisal.
The parent tract was estimated to be +/- 1.41 acres, more or less. This should be considered an exact acreage, as a survey was provided. The acquisition areas are exact measurements provided from the project engineer.
The appraiser reserves the right to alter his opinion of value following the submission of a total survey or acreage clarification

Extraordinary Assumptions and Hypothetical Conditions

Standard Rule 1-2(g) and (h) and Standard Rule 2-2 (a)(viii) and (b)(viii) of the *Uniform Standards of Professional Appraisal Practice* require the appraiser to identify and state all extraordinary assumptions and hypothetical conditions when developing and reporting an appraisal.

USPAP defines extraordinary assumption as “an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser’s opinions or conclusions. “ An extraordinary assumption presumes as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

USPAP defines hypothetical condition as “that which is contrary to what exists but is supposed for the purpose of analysis.” A hypothetical condition assumes conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

An appraiser cannot make an assumption or accept an instruction that is unreasonable or misleading, nor can an appraiser make an assumption that corrupts the validity of the value estimate. Written legal instructions that have proper foundation must be accepted and must be included in the appraisal report.

Following, if applicable, are all extraordinary assumptions and/or hypothetical conditions that affected the analyses, opinions, and conclusions of this report which are explained in the scope of work:

Following, if applicable, are appraiser instructions that affected the analyses, opinions, and conclusions of this report:

If applicable there are no temporary easement assumptions.

Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)

If professional assistance was provided to the appraiser the name of the individual(s) providing such assistance must be stated below. This includes both professional appraisal assistance and providers of subsidiary assistance, e.g., appraisers, registered foresters, architects, attorneys, planning and permitting consultants, engineers, cost estimators, marketing consultants, etc., etc.

If applicable, the following is a description of any necessary or appropriate steps that were performed in the completion of this appraisal assignment that were not previously noted in the scope of work, including a list of the individual(s) providing professional assistance and the type and extent of assistance provided.

A plat of the proposed acquisition area was provided by Maptech, Inc.. I have relied on the acreage from the plat to determine the size of the proposed acquisition and easement areas.

Declaration of Jurisdictional Exception to the Uniform Standards of Professional Appraisal Practice

In conformity with the requirements of USPAP Standard Rule 2-1(a, b, & c), this section of the appraisal report references those specific laws and regulations that prescribe methods and procedures of appraisal and appraisal reporting contrary to that required by USPAP. Application of the Jurisdictional Exception Rule of the USPAP is hereby declared.

Linking Estimate of Value to Specific Exposure Time –

USPAP Standards Rules 2-2(a)(v) & 2-2(b)(v) and clarifying comments contained in SMT-6 require the declaration of a market exposure time. Under Federal appraisal standards, “exposure time” statements are not permitted to appear in appraisal reports prepared for governmental acquisitions. Therefore, pursuant to the authority conveyed to the MDOT through Miss. Code, Sec. 65-1-8 all real property appraisals prepared for the MDOT, whether by staff employees or contracted fee appraisers, shall invoke a Jurisdictional Exception to the requirements of USPAP 2-2(a)(v) and 2-2(b)(v).

Consideration of Land Use Regulations –

USPAP Standard Rule 1-3(a) requires analysis of the effect existing land use regulations and reasonably probable modifications to same. This requirement is contrary to Federal appraisal standards. All real property appraisals performed for the MDOT, whether by staff employees or contracted fee appraisers, must disregard any recent rezoning if such rezoning was a consequence of, or in anticipation of, the government project for which the appraisal is being conducted. Therefore, pursuant to the authority conveyed to the MDOT through Miss. Code, Sec. 65-1-8, all real property appraisals shall invoke a Jurisdictional Exception to the requirements of USPAP 1-3(a).

Consideration of Anticipated Public Projects –

USPAP Standard Rule 1-4(f) requires the appraiser to analyze the effect on value of anticipated public improvements located on or off the property appraised. The appraisal requirements of USPAP Standard Rule 1-4(f) are contrary to State and Federal Law regarding appraisals performed for government acquisitions. All real property appraisals performed for the MDOT, whether by staff employees or contracted fee appraisers must disregard any decrease or increase in the fair market value of real property caused by the government project for which the appraisal is being conducted.

Valuation by Market Approach Only (a.k.a. Sales Comparison Method):

Unless specifically prohibited by Law, the MDOT is empowered and directed by statute to adopt such procedures as are advisable and/or necessary for the purpose of obtaining or securing financial assistance, grants or loans from the United States of America, or any agency thereof. All real property appraisals performed for the purpose of governmental acquisitions within the scope of The Uniform Act are authorized to omit cost and income approaches to valuation where sufficient sales data exists to produce a reliable opinion of value by use of the Market Approach alone (*a.k.a. Sales Comparison Approach*).

Additions to the Scope of Work and Comments <i>(If necessary)</i>	

Area & Neighborhood Data

Area Defined	<i>Brief description of the subject area boundaries or general limits, including the county or counties, prominent cities and prominent geographic features, i.e. Interstate or U.S. Highways, navigable waterways, etc.)</i>		
The area is defined as the medical and commercial district in Midtown Hattiesburg outlined by Hardy Street and Highway 49, inside the city limits of Hattiesburg, Forrest County, Mississippi. U. S. Highway 49 is a main north/south thoroughfare in Hattiesburg. Hardy Street is the main commercial corridor running east to west across Hattiesburg, and lies about two blocks north of the subject.			
Subject Location	☒ Urban	☒ Suburban	☐ Rural
Population Growth Rate	☒ Increasing	☐ Stable	☐ Decreasing
Primary Shopping/Trade Center – Area	Hattiesburg		
Primary Shopping/Trade Center – County	Forrest		
Nearest Employment Center	Hattiesburg		

Neighborhood Defined	<i>(Brief description of the neighborhood area boundaries or general limits, including, if applicable, community name or other name reference utilized by area residents)</i>				
The neighborhood is essentially defined as Hardy Street to the north, Lincoln Road to the south, South 28 th Avenue to the east, and South 34 th Avenue to the west. Forrest General is the largest hospital between Jackson and the Gulf Coast. The neighborhood mostly consists of commercial, residential and medical uses. New developments in the area include the new FGH Cancer Center on South 28 th Avenue and Arlington Loop, the new red light project on the corner of Highway 49 and Camp Street, and the state of the art development of Jones Companies office headquarters under construction one block to the north. Highway 49 consists of mainly professional offices, small retail buildings, fast food and dine in restaurants as well as medical uses along the highway and along South 28 th Avenue. The South 28th Avenue corridor consists mainly of professional and medical offices affiliated with Forrest General Hospital or Hattiesburg Clinic. South 28th Avenue has experienced conversion from single family residential into medical use. Access to the neighborhood is considered great via Highway 49 and Arlington Loop. Highway 49 is the main north/south thoroughfare for traffic traveling from the northern portions of the city to the southern portions connecting Jackson to the Gulf Coast. The traffic count along Highway 49 is 26,000 cars with Arlington Loop consisting of 3,600 cars. The Midtown District is an upper end, high quality retail, commercial and residential district catering to the USM students, faculty, and surrounding Hattiesburg residents. Midtown Hattiesburg Master Plan is to create a walkable, workable, livable mixed use community that connects people to living, shopping, dining, entertainment, educational, medical, cultural, and recreational venues.					
Neighborhood Zoning	☒ Res.	☒ Comm.	☐ Ind.	☐ Other	☒ None
Neighborhood Utilities	☒ Elec.	☒ Gas	☒ Water		
	☐ All	☐ Part	☒ Sewerage		
	☐ Other				
Neighborhood Imp's	☐ Storm Sewer	☒ Crb/Gtr	☒ Sidewalk	☒ Street Lights	
	☐ Other				
Schools	Hattiesburg City Schools				
Recreational Facilities					
Fire	City of Hattiesburg				
Police	City of Hattiesburg				
Other					

Site Description

(Before – Acquisition - After)

Site Description — Before

An analysis of the subject site is particularly important in estimating its highest and best use and for separate valuation from the improvements. The following is a discussion of the subject site in the Before Condition.

Present Use of Site: Vacant Land

Legal Description of the Total Ownership: The subject is the vacant +/- **1.41** acres located at the corner of Arlington Loop and South 30th Avenue. The total acreage is an estimate based on the provided legal description.

Frontage/Access: Arlington Loop fronts along the southern boundary for +/- 302' and South 30th Avenue to the west. The property has access from both roads.

Topography: Open; partially wooded with a gradual decline in topography towards the northern boundary.

Flood Plain and Drainage Data: There is a drainage ditch along the eastern boundary of the site. According to flood map 28035C0104E, dated November 19th, 2021, the property does not lie within a designated flood zone.

Use Restrictions: RA-3; Zoned Midtown District by the City of Hattiesburg (see addenda)

Site Improvements: None

Off-Site Public Improvements: Forrest General Hospital; Midtown District

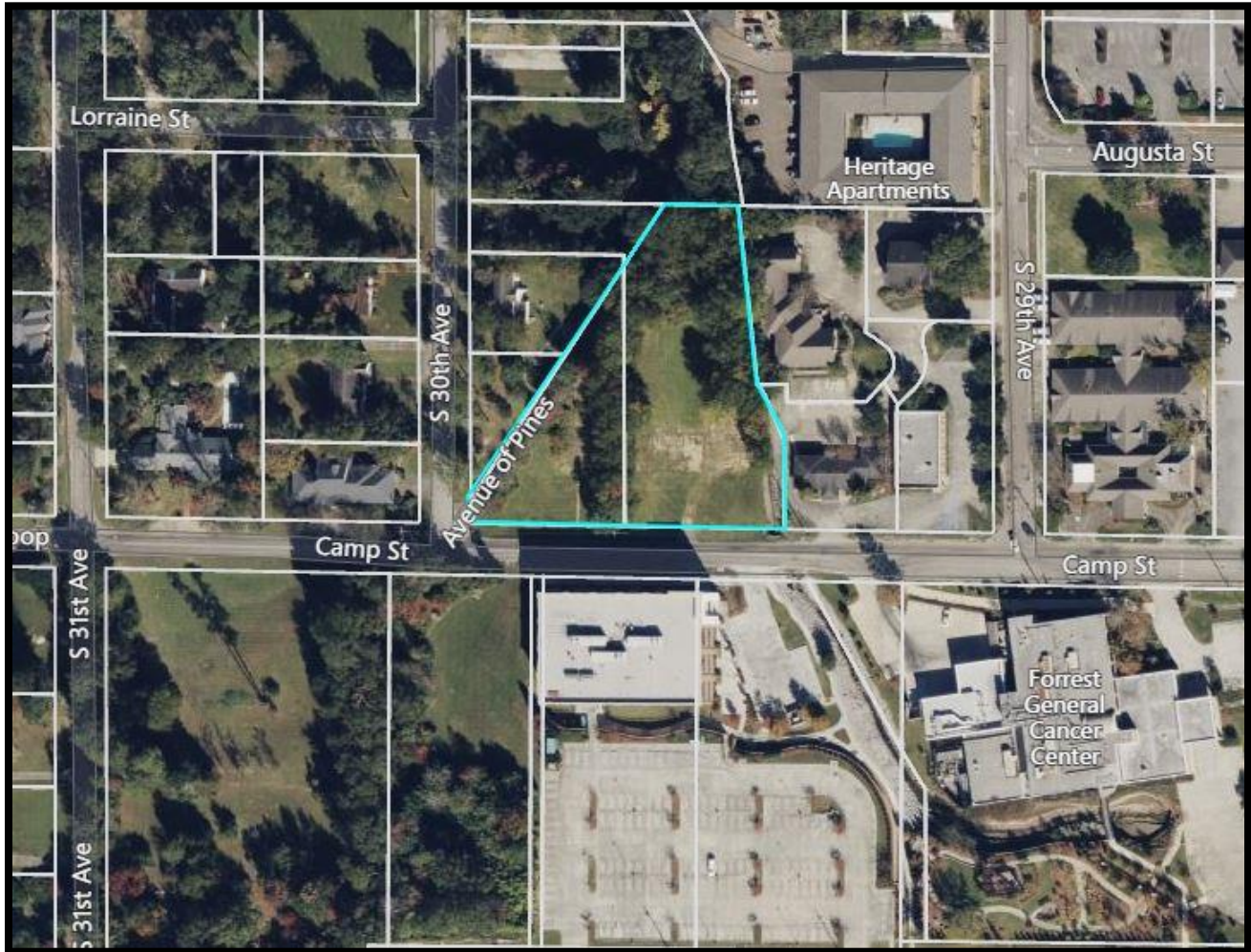
Adjacent Land Uses: Located to the north of the property is a variety of residential, retail, commercial, medical and professional office uses. A residential area lies to the south and west. The Hattiesburg Clinic's main medical complex lies immediately to the south of the property.

Easements/Encumbrances: None noted.

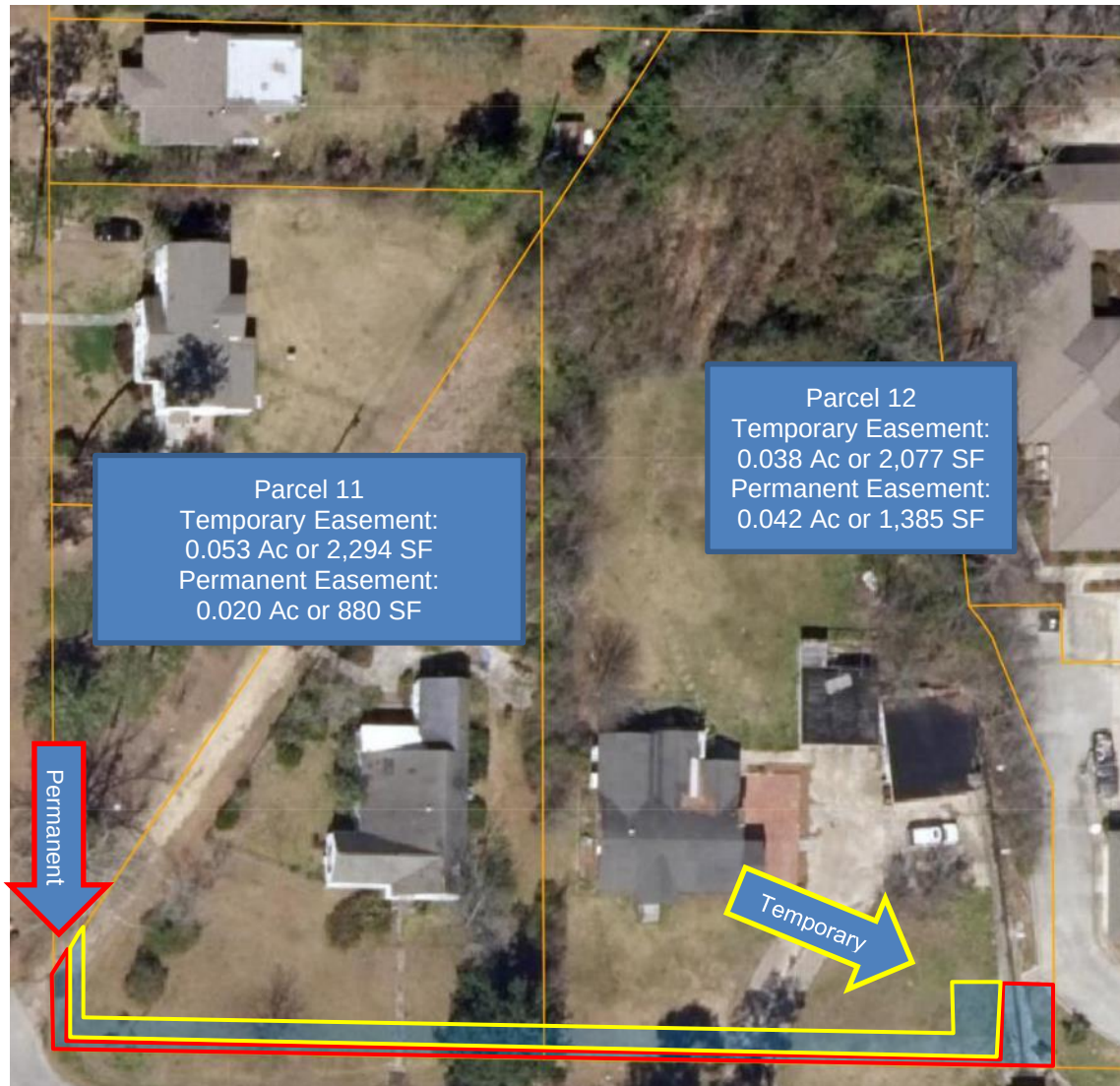
Utilities:

Utility Service	Supplier	Utility Service	Supplier
Electricity	MS Power	Sewer	City of Hattiesburg
Gas	Spire	Water	City of Hattiesburg
Garbage Collection	City of Hattiesburg	Telephone	AT&T

AERIAL PHOTO



ACQUISITION AREAS



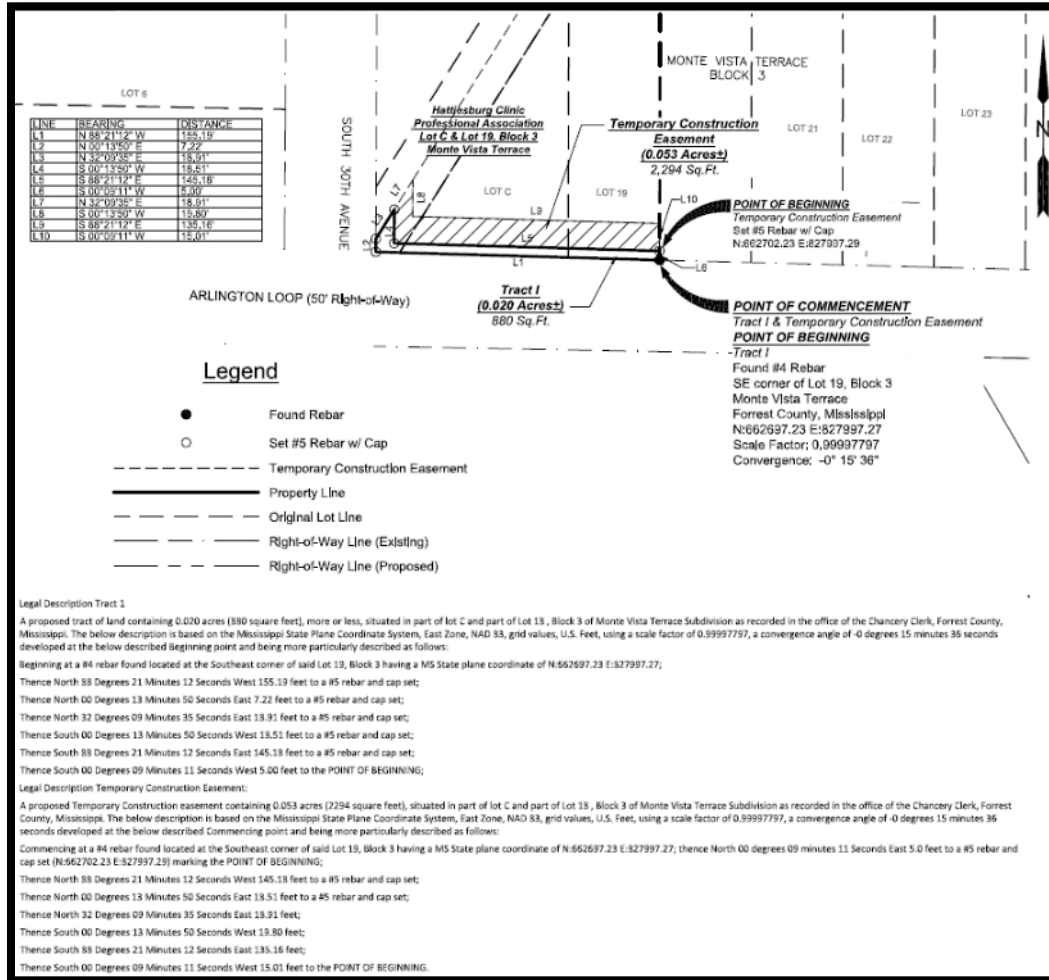
Site Description — Area of Acquisition

Location: The permanent acquisition area contains total of 2,535 square feet. In addition, there is a temporary easement “piggy-backing” the permanent acquisition area totaling to 4,140 square feet. The acquisition areas and temporary easements lie in 2 contiguous parcels, and are described in more detail on the following pages. A summary of the acquisition areas is shown below

Parcel	Parcel	Permanent Easement	Temporary Easement
4	2-028N-07-245.00	0.020 Ac or 880 SF	0.053 Ac or 2,294 SF
7	2-028N-07-244.00	0.038 Ac or 2,077 SF	0.042 Ac or 1,385 SF
	TOTALS	0.058 Ac or 2,535 SF	0.095 Ac or 4,140 SF

Rights to be Acquired for Each Parcel: Fee Simple, Easement

Right-of-Way Plat – Parcel 11



Site Description — Area of Acquisition

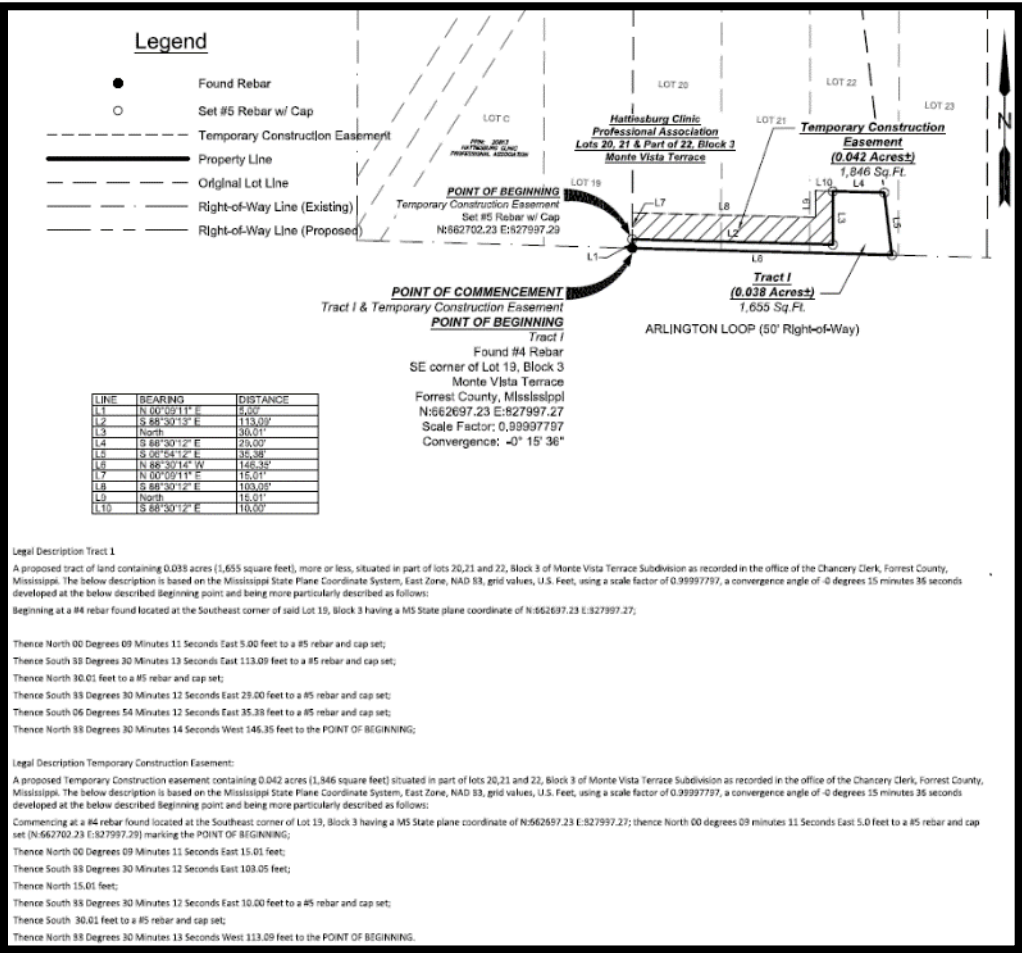
Location: Located at the northeast corner of Arlington loop and South 30th Avenue.

Dimensions/Area/Shape: The permanent easement area is irregular shape. The easement area moves in 5 feet onto the property along Arlington Loop, 10 feet along South 30th Avenue and contains 880 square feet The temporary construction easements “piggy-backs” the permanent eaement area at a depth of 15 feet containing 2,294 square feet.

Site Improvements: None

Rights to be Acquired for Each Parcel: Fee Simple, Temporary Construction Easement

Right-of-Way Plat – Parcel 12



Site Description — Area of Acquisition

Location: Located along the north side of Arlington Loop and north of Hattiesburg Clinic Support Services building.

Dimensions/Area/Shape: The permanent easement area is irregular shape. The easement area moves in 5 feet onto the property and contains 2,077 square feet. The temporary construction easements “piggy-backs” the permanent eaement area at a depth of 15 feet containing 1,385 square feet.

Site Improvements: None

Rights to be Acquired for Each Parcel: Fee Simple, Temporary Construction Easement

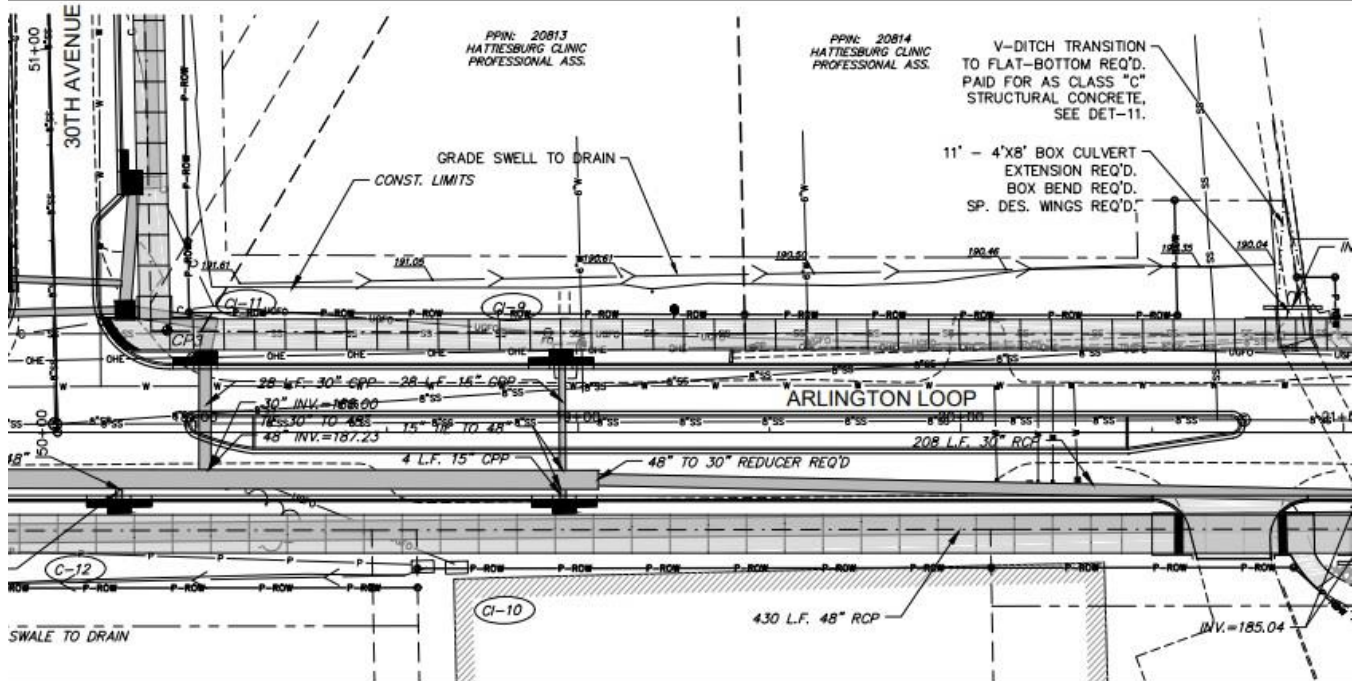
Site Description — After

Dimensions/Area/Shape: After the temporary easement use, the property will still have 1.35 acres remaining. The temporary easement will be required for 2 years, at which time there may be periods of limited access to the property.

Therefore, due to the availability of parking across from the clinic, no damages for lack of use has been assigned during the construction period.

Frontage/Access: The property will retain the same public access and frontage in the after condition.

The overall utility will remain the same in the after condition and no damages were noted.



Photographs



View of acquisition area along Arlington Loop



Looking north along S. 30th Ave from the SWC



Acquisition area along Arlington Loop



Drainage culvert on the SEC



Looking east at acquisition area along Arlington Loop



Drainage ditch along the east side of the property

Whole Tract and Larger Parcel Declaration

Whole Tract Declaration

On those properties where the total ownership and the Larger Parcel are not one-in-the-same, it is possible for a property to contain several Larger Parcels (Highest & Best Use areas). The acquisition may affect more than one Larger Parcel (H&BU area), it is essential that there be a clear declaration by the appraiser as to what part and/or parts of the total ownership are being appraised. This section of the appraisal report declares exactly what was valued in the appraisal process and includes:

- The size of the contiguous total ownership provided to the appraiser by the City of Hattiesburg
- Declaration of the Larger Parcels (H&BU areas) within the total ownership that are unaffected
- Identification and delineation of the affected Larger Parcels (H&BU areas) described by the following methods as appropriate:
 - a. Clearly visible physical features- road, creek, ditch, fence, tree line, etc.
 - b. Subdivision boundary, Zoning line, corporate limits, county line, section line, etc.
 - c. Dimensioned area as determined by the appraiser

Total "Whole Tract" Declaration and Summary	(Ac./S.F.)
The +/- 1.41 acre site is undeveloped land. The entire 1.41 acres has contiguous ownership and has a consistent highest and best use. The whole tract was appraised in this report.	

Declaration of the Larger Parcel

There are three conditions or tests that are considered in determining the larger parcel, unity of ownership, unity of use, and contiguity. In certain instances, the larger parcel may not include all the lands that are contiguous and under identical ownership. In determining the larger parcel to be appraised, reliance on unity of ownership and unit of use will be given substantial weight. In determining the larger parcel, the following is noted:

Larger Parcel(s) Summary	(Dimensions, Size, and Use)
Same as above.	

Highest and Best Use Analysis

¹**Highest and best use** is defined in *The Dictionary of Real Estate Appraisal, Fourth Edition*, Copyright 2002, page 135, compiled by the Appraisal Institute as:

“The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity”.

The reasonable and probable use that will support the highest property value, as defined, as of the date of the appraisal. In order to arrive at a highest and best use estimate, the land is first analyzed as if vacant. Later, the total property, including any existing improvements, is analyzed. In estimating the highest and best use of the subject site, as if vacant and improved, you must first carefully study the existing land use patterns and trends in the area. In estimating the highest and best use of the subject property, the appraiser has considered very carefully the following factors:

1. The land and location is considered in relationship to the local area.
2. The physical characteristics of the land and improvements, including the land's overall size, shape, road frontage, topography, soil and sub-soil conditions and available utilities.
3. In analyzing the highest and best use of the subject, as applicable and appropriate, the Sales Comparison Approach, Cost Approach, and Income Approach are considered.

The procedure used in this report to estimate highest and best use of the subject site was to consider, in sequence, the site's utility, its legal use, its possible and most feasible use, and, finally, the optimum or highest and best use.

Highest and Best Use Analysis	<i>(Address physically possible, legal permissibility, economic feasibility, maximal productivity, in Before & After for all larger parcels or whole tract as applicable)</i>
Highest and best use is defined in the third edition of <i>The Dictionary of Real Estate Appraisal</i> (Appraisal Institute, Chicago, 1993), as follows:	
The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.	
Highest and best use analysis is a three-step process. The first step involves the highest and best use of a site as though vacant. The determination must be made to leave the site vacant or to improve it. If the conclusion is to improve the site, the second step is to determine the ideal improvement. The final step is a comparison between the ideal improvement and the existing improvement. At this point, the determination must be made to maintain the property in its present form or to modify the improvements to more closely conform with the ideal.	
Highest and Best Use as Though Vacant	
The subject is zoned RA-3, which is designed for residential development. The subject zoning was changed following the Midtown District designation. The site contains approximately 1.41 acres, and is a vacant parcel. It is well drained, with all municipal utilities available. Consequently, there are no physical limitations to prevent development of the subject site with any of the uses permitted by the RA-3 zoning.	

¹ The phrase “*highest and best use areas*” or “*uses*” is from wording utilized by the Mississippi Supreme Court in its published eminent domain decisions. Reference of these phrases by the Court has been historically utilized in a manner equivalent to the phrase “*Larger Parcel*”. For additional information, please refer to the “*Terms and Definitions*” section of this appraisal report.

The site is physically possible to be used for a wide variety of uses. No physical limitations were noted. However, due to the RA-3 Zoning, the site is limited to residential development. The highest and best use of the site would be as some sort of limited retail or commercial use.

Ownership History and Tax Information

Ownership History

In developing a real property appraisal an appraiser must:

1. Analyze any current agreement of sale, option, or listing of the subject property, if such information is available to the appraiser in the normal course of business.
2. Analyze any prior sales of the subject property that occurred within the following minimum time period of five years.
3. Discuss below (as applicable) the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the data.
4. When there is a sale of the subject property to the current owner for an undisclosed price, the appraiser must state that he or she attempted to obtain the purchase price and other terms of the transaction without success. (If transaction price could not be verified please explain below.)

Ownership History					
Property Transactions during the last five years to Date:					
Date	Grantor	Grantee	Consideration	Book/Page	Ver.
11/18/2019	Forrest General Hospital	Hattiesburg Clinic	SWD	1326/169	
11/5/2019	Forrest General Hospital	Hattiesburg Clinic	SWD	1325/395	
Explanation:					

Tax Information			
Tax Parcel I.D. Number	2-028N-07-048.00, 2-028N-07-049.00,	True Value – Land	\$75,640
Millage Rate	_____	True Value – Improvements	_____
Property Assessment Rate	_____		
Special Assessments	_____		

Approaches to Value

All standard techniques used by appraiser in estimating of market value can be grouped into the following three main approaches to value: 1) Sales Comparison Approach, 2) Cost Approach, and 3) Income Approach. One or more of these approaches are used in all appraisal assignments. Use of these approaches will depend on the type of property being appraised and quantity and quality of data available for analysis.

Sale Comparison Approach: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when comparable sales data are available.

Cost Approach: A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of, or replacement for, the existing structure; deducting depreciation from the reproduction or replacement cost; and adding the estimated land value, plus an entrepreneurial profit. Adjustments may then be made to the indicate fee simple value of the subject property to reflect the value of the property interest being appraised.

Income Approach: A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.

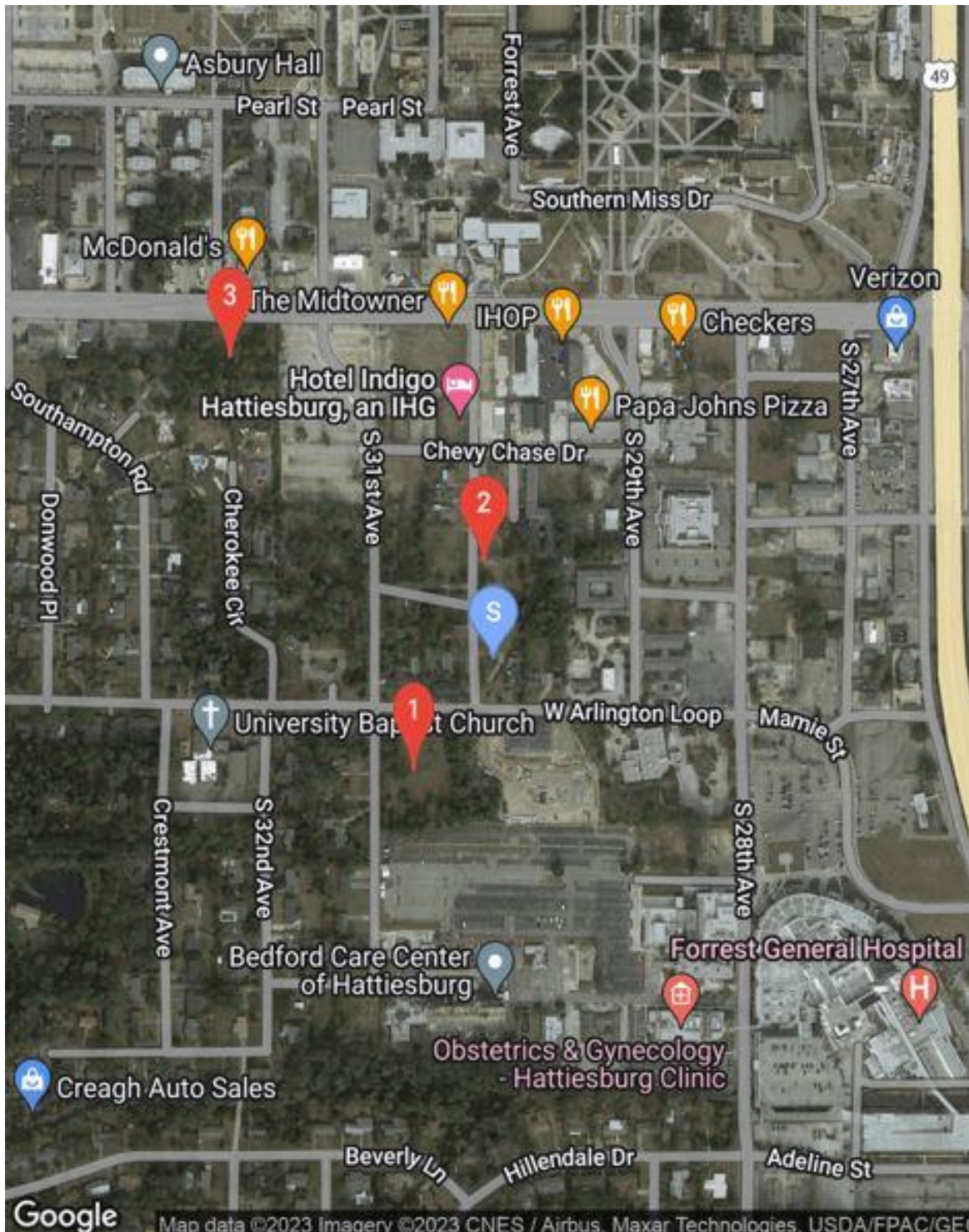
The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute

Approach to Value Utilized in this Appraisal Assignment Are:

☐ Cost Approach ☐ Income Approach ☒ Sales Comparison Approach

Reason(s) for excluding any of the usual approaches to value	
The sales comparison approach was the only applicable approach to arrive at just compensation for the loss of land. The cost and income approach to value would not apply.	
The value stated in this report is the value of the land only.	

Land Sales Map



Sales Comparison Approach – (Land) – Before Value

Land Sales Summary and Adjustment Grid				
Subject		Comparable 1	Comparable 2	Comparable 3
Location:	S. 30th Ave. & Arlington	Arlington & S. 31st	S. 31st Avenue	Hardy Street
City:	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg
County:	Forrest	Forrest	Forrest	Forrest
Seller:	Alridge & Talbot	Forrest General	Hub Development	Gamill & McKay
Buyer:	Hattiesburg Clinic	Hattiesburg Clinic	Midtown Montevista	Garner Property &
Deed Book / Page	1325/123	1303/731	1336/123	1393/341
Date of Sale:	11/18/2019	January-19	April-20	May-22
Sale Price:	\$800,000	\$2,270,000	\$1,066,349	\$1,500,000
Site Size (Sq. Ft.):	61,537	152,287.00	62,726.00	103,673.00
Unadjusted Price/Sq. Ft.	\$13.00	\$14.91	\$17.00	\$14.47
Adjustments				
Rights Transferred:	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financial Considerations	Market	Market	Market	Market
Conditions of Sale:	Arm's Length	Arm's Length	Arm's Length	Arm's Length
		0%	0%	0%
Market Conditions - Time:		Stable	Stable	Stable
		0%	0%	0%
Time Adjusted Cash Equiv. Price/SF:		\$14.91	\$17.00	\$14.47
Location:		Similar	Similar	Superior
		0%	0%	-10%
Site Size (Sq. Ft.):	61,537.00	152,287.00	62,726.00	78,408.00
		5%	0%	0%
Frontage/Access:	Corner	Superior	Similar	Similar
		-10%	0%	0%
Topography:	Generally Level; Partially wooded	Similar	Similar	Similar
		0%	0%	0%
Zoning	RA-3	EM-2	MX-3	B-3
		-5%	-10%	0%
Net Adjustments:		-10%	-10%	-10%
Adjusted Price/Acre:		\$13.42	\$15.30	\$13.02

Sales Comparison Approach – (Land) – After Value

Land Sales Summary and Adjustment Grid				
Subject		Comparable 1	Comparable 2	Comparable 3
Location:	S. 30th Ave. & Arlington	Arlington & S. 31st	S. 31st Avenue	Hardy Street
City:	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg
County:	Forrest	Forrest	Forrest	Forrest
Seller:	Alridge & Talbot	Forrest General	Hub Development	Gamill & McKay
Buyer:	Hattiesburg Clinic	Hattiesburg Clinic	Midtown Montevista	Garner Property &
Deed Book / Page	1325/123	1303/731	1336/123	1393/341
Date of Sale:	11/18/2019	January-19	April-20	May-22
Sale Price:	\$800,000	\$2,270,000	\$1,066,349	\$1,500,000
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Unadjusted Price/Sq. Ft.	\$13.00	\$14.91	\$17.00	\$14.47
Adjustments				
Rights Transferred:	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financial Considerations	Market	Market	Market	Market
Conditions of Sale:	Arm's Length	Arm's Length	Arm's Length	Arm's Length
		0%	0%	0%
Market Conditions - Time:			Stable	Stable
		0%	0%	0%
Time Adjusted Cash Equiv. Price/SF:		\$14.91	\$17.00	\$14.47
Location:		Similar	Similar	Superior
		0%	0%	-10%
Site Size (Sq. Ft.):	59,002.00	152,287.00	62,726.00	78,408.00
		5%	0%	0%
Frontage/Access:	Corner	Superior	Similar	Similar
		-10%	0%	0%
Topography:	Generally Level; Partially wooded	Similar	Similar	Similar
		0%	0%	0%
Zoning	RA-3	EM-2	MX-3	B-3
		-5%	-10%	0%
Net Adjustments:		-10%	-10%	-10%
Adjusted Price/Sq. Ft.:		\$13.42	\$15.30	\$13.02

SAME AS PREVIOUS

Explanation of Adjustment-(Land)

(Before and After)

ANALYSIS OF LAND SALES

The array of data suggests possible adjustments for various characteristics of each transaction in comparison with the subject site. This comparison of land sales to the subject property is the basis for determining a value indication of the subject site as though vacant. The analysis of these adjustments is found in the following paragraphs.

PROPERTY RIGHTS CONVEYED

All of the above land sales conveyed fee simple ownership, therefore, no adjustment is necessary.

FINANCING TERMS

None of the sales involved below market interest rates or seller financing. Therefore, no adjustments were made.

LOCATION AND ACCESS

The property is located at the intersection of S.31st Avenue and Arlington Loop in the Midtown District. All of the sales are located in the same neighborhood. Sale 3 is located along Hardy Street with superior exposure and access.

SIZE

The subject is 3.495 acres, more or less, and is larger than all of the sales. Typically, the larger the land size, the lower price per unit. A downward adjustment for size is indicated by the sales. Therefore, downward adjustments were applied to the smaller sales.

MARKET CONDITIONS

All of the sales were considered recent and occurred during similar market conditions.

CORRELATION

After adjusting the sales for its differences in size, location, etc, a range of values from \$13.02 - \$15.30 per square foot is indicated. The property previously sold at \$13.00/sf in 2019. Since then, the neighborhood has seen an influx of commercial and retail demand in The District at Midtown. This is mixed-use development with retail, restaurants, hospitality, and townhomes. Also, Jones Companies is in the process of constructing a very large Class A office building located one block north of the subject. There are few large commercial sales like the subject in the area, and I have included the most recent, most similar sales.

Considering all factors, I have concluded a total value of \$14.00/sf for the 1.41 acre (61,537 sq. ft.) subject site.

Before Land Value - Summary

Size/Sq. Ft.	Unit of Measure	Rate	Value
61,537	Price/Sq. Ft.	\$14.00	\$861,518
Add (Timber, Site Improvements, Other) – See Attached			\$0
Total Before Land Value			\$861,518
Rounded			\$861,520

AFTER VALUE

The subject site has the same overall use and commercial potential in the after condition. The same \$14.00/sf was applied to the 59,002 square feet or 1.35 acre after site.

There are two temporary construction easements on the subject site. The total area for construction easements equal 4,140 sf, or 0.095 acres.

In order to value the use of the 2 year construction easement, I have analyzed several land ground leases in the area. A summary of these ground lease rates are discussed below.

Forrest County schools has a large amount of 16th Section schoolboard land that is leased for commercial purposes. The majority of this land is located along Broadway Drive in Hattiesburg. Representatives stated that the schoolboard attempts to get 10% of the Fee Simple value for Schoolboard property.

Lamar County schools also leases several 16th Section schoolboard sites in Lamar County, located one county to the west. Mr. Rick Norton (schoolboard attorney) was interviewed in regards to the leasing activity in Lamar County. The schoolboard discusses the lease policy each year, and assigns the expected return based on Fee Simple land value. The current return for "commercial" property is based on 6% of Fee Simple value.

I was able to find two other ground leases in the area, with rates indicated at 10-12%.

Based on my interviews and analysis, ground leases in the area appear to be leased at 5-12%. The most relevant ground lease information was based on the Forrest County schoolboard leases, leased at 10% of fee simple value. A ground lease rate of 10% was applied to the 2 year lease agreement.

Upfront / Lump Sum discount (1 pmt, 2n, 10i, PV= 1.74, 1.735 / 2.0 = 0.8675)

The calculated temporary easement is as follows:

4,140 Sq. Ft. x \$14.00/sf x 10% x 2 years x 0.8675 = \$10,056, rounded to \$10,060

CONCLUSION OF AFTER VALUE

Size/Sq. Ft	Unit of Measure	Rate	Value
59,002	Price/Sq. Ft.	\$14.00	\$826,028
Less: Cost-to-Cure			\$0
Less: Easements – 4,140 Sq. Ft. Temporary Easement			(\$10,060)
Less: Q-Interests			\$0
Total After Land Value			\$815,968
Rounded			\$815,965
Difference in Before and After			\$45,555

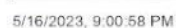
Final Reconciliation of Value

	Before	After	Difference
Sales Comparison Approach	\$861,520	\$815,965	\$45,555
Cost Approach			
Income Approach			

Reconciliation	<i>Explain the appropriateness of the approaches, the accuracy of the data and calculations, and the quantity and quality of the data presented relative to the scope of the assignment and the specific appraisal problem.</i>
Several land sales were confirmed and researched in the subject neighborhood. These sales provided a good market value indication. After researching the local sales, a unit value of \$14.00/sf was concluded. The sales approach was considered the best method at valuing the subject site as vacant. A value of \$861,520 was concluded in the before condition. In the after condition, the property will retain similar access, size, and utility; and no damages were noted. A temporary easement area will be retained for the duration of the construction period estimated to be 2 years. The same unit value was applied in the after condition resulting an after value of \$815,965. The difference in the before and after values was considered the just compensation of \$45,555.	

The difference between the Fair Market Value of the whole tract and the remainder is \$45,555 as of April 24th, 2023, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Parcels 11 & 12



0 0.01 0.01 0.03 mi
0 0.01 0.03 0.05 km
City of Hattiesburg, Ean, HERE, Garmin, INCREMENT P, NGA, USGS

City of Hattiesburg, Esri, HERE, Garmin, INCREMENT P, NOAA, USGS

Addenda

Terms and Definitions

Agency- the Federal Agency, State, State Agency, or person that acquires real property or displaces a person.

Appraisal- a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

Uneconomic Remnant- a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner.

Total Ownership- the total amount of contiguous property, under the ownership of a single legal entity, as indicated by the map provided to the appraiser by the MDOT for an appraisal assignment.

Whole Tract- that amount of property, within the "Total Ownership", as determined by the appraiser, to be affected by the acquisition. The *whole tract* is defined by the appraiser, and may be determined to be the same as the total ownership, or some defined area that is less than the "Total Ownership".

Larger Parcel-²that tract, or tracts, of land which possess a unity of ownership and have the same, or an integrated, highest and best use. Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. Mississippi Case Law recognizes this concept but refers to it by use of the phrases "Highest and Best Use areas" or "Highest and Best Uses"³ Designation of the Larger Parcel, for appraisals performed in connection with the disposal of excess property, may require the adoption of a hypothetical condition regarding "unity of ownership".

Excess Property "(2)...whenever real property, with the exception of easements for highway purposes, has been acquired by the Mississippi Transportation Commission, in any manner, for public use and in the opinion of the commission all or any part thereof becomes unnecessary for public use, the same shall be declared on the minutes of the commission as excess property and sold at private sale at market value."⁴

Disposal as used in the appraisal of excess property, "means the sale of real property rights therein, including access or air rights, when no longer needed for highway right-of-way or other uses eligible for funding under title 23 of the [U.S.] Code"⁵

Fair Market Value- Fair Market Value is value in exchange. It is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".⁶

Effective Date – The date at which the analyses, opinions, and advice in an appraisal, review, or consulting service apply. (USPAP, 2002 ed.) Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 4th Edition.

² The Uniform Appraisal Standards for Federal Land Acquisitions, Interagency Land Acquisition Conference, Published by the Appraisal Institute with the cooperation of the U.S. Department of Justice, Washington, D.C. 2000,

³ Oughton v. Gaddis, 683 So.2d 390 (Miss. 1996)

⁴ Mississippi Code of 1972, Annotated, § 65-1-123

⁵ United States Code, 23 CFR 710.105

⁶ *Potters II v. State Highway Comm'n of Mississippi*, 608 So. 2d 1227, 1231 (Miss. 1992).

Date of the Report – The date of the transmittal letter of a written report or the date a written report lacking a transmittal letter is completed by the appraiser. The date of an oral report is the date it is communicated to or for the client. The date of the report may or may not be the same as the effective date of the appraisal. (USPAP, 2002 ed.) Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 4th Edition.

Highest and Best Use- The best or most valuable use to which the property, [.....], is adapted. Mere speculative uses cannot be considered. There must be some probability that the land would be used within a reasonable time for the particular use to which it is adapted. There must be a present demand for the land for such purpose or a reasonable expectation of such demand in the near future.⁷

Before and After Rule [Mississippi]- When part of a larger tract of land is taken for public use, the owner should be awarded the difference between the fair market value of the whole tract immediately before the taking, and the fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.⁸ Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.⁹

Before Value- The fair market value of the whole tract immediately before the taking.¹⁰

After Value- The fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.

Due Compensation¹¹- Just Compensation¹² the value of the land taken and the damages, if any, which result... as a consequence of the taking, without considering either general benefits or injuries resulting from the use to which the land taken is to be put, shared by the general public.¹³

Damages to Remainder- *[In the context of valuation under the Before and After Rule, it is]* the depreciation in the fair market value of the remaining area, ...that is special, and not such as is common to all the property in the neighborhood.¹⁴ In determining damages, if any, to the remainder if less than the whole of a defendant's interest in property is taken, nothing shall be deducted there from on account of the supposed benefits incident to the public use for which the petitioner seeks to acquire the property.¹⁵

Cost-to-Cure Damages [the cost or costs associated with] the necessity of rebuilding fences and wells, the necessity of relocating roads, and other similar items. [Such] items are all part of the depreciated value of the property, since the landowner is required to do this construction in order to use the property in the manner in which it has been used or for which it is best adapted.¹⁶

Extraordinary Assumption – (USPAP definition) an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions.

⁷ MSHC v. Brooks, 123 So.2d 423, 427 (1960); MSHC v. Wagley, 231 So.2d 507 (1970);

⁸ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

⁹ Mississippi Code of 1972, Annotated, Section 43-37-3

¹⁰ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

¹¹ Constitution of Mississippi, Article 3, § 17

¹² Mississippi Code of 1972, Annotated, Section 43-37-3

¹³ MSHC v. Hillman, 198 So. 565;

¹⁴ MSHC v. Colonial Inn, Inc. 149 So.2d 851;

¹⁵ Mississippi Code of 1972, Annotated, Section 11-27-21;

¹⁶ Emerson v. MSHC, 208 So.2d 441

Hypothetical Condition – (USPAP definition) that which is contrary to what exists but is supposed for the purpose of analysis.

Intended User – the client and any other party as identified, by name or type, as users of the appraisal, appraisal review, or appraisal consulting report by the appraiser on the basis of communication with the client at the time of the assignment.

Jurisdictional Exception – an assignment condition that voids the force of a part or parts of USPAP, when compliance with part or parts of USPAP is contrary to law or public policy applicable to the assignment.

Supplemental Standards – requirements issued by government agencies, government sponsored enterprises, or other entities that establish public policy which add to the purpose, intent and content of the requirements of USPAP, that have a material effect on the development and reporting of assignment results.

Plottage The increment of value created when two or more sites are combined to produce greater utility. See also assemblage.

Assemblage The combining of two or more parcels, usually but not necessarily contiguous, into one ownership or use; the process that creates plottage value. (USPAP, 2002 ed.) See also plottage.

Assemblage Cost The excess cost incurred to acquire individual adjacent parcels of real estate in a single ownership beyond the estimated cost of acquiring similar sites that do not form a specifically desired assemblage.

Scope of Work “The Scope of Work is a written set of expectations that form an agreement or understanding between the appraiser and the agency as to the specific requirements of the appraisal, resulting in a report to be delivered to the agency by the appraiser. It includes identification of the intended use and intended user; definition of fair market value; statement of assumptions and limiting conditions; and certifications, the type and extent of research and analyses in an assignment. Either the appraiser or the agency may recommend modifications to the initial Scope of Work, but both parties must approve changes.”¹⁷

¹⁷ Federal Highway Administration, Guide For Preparing An Appraisal Scope of Work, October, 2005

MIDTOWN DISTRICT:

The goal of Midtown In Motion - Midtown Hattiesburg Master Plan is to create a walkable, workable, livable mixed use community that connects people to living, shopping, dining, entertainment, educational, medical, cultural, and recreational venues.

The underlying elements of the Midtown Plan are:

- Diversified
- Sustainable
- Livable
- Multi-Modal
- Connected
- Predictable
- Neighborhood Friendly
- Environmentally Sensitive

The Master Plan uses to its advantage Midtown's strategic location among the region's major economic drivers – Forrest General Hospital, Hattiesburg Clinic, and The University of Southern Mississippi to become a highly successful and sustainable mixed use community. The tremendous number of employees and visitors garnered by these three institutions creates significant demand for an array of residential, retail, office, entertainment, and cultural venues.

Forrest General Hospital • 3,200 Employees/Staff • 30,600 Annual Admissions • 18,000 Visitors Per Month

Hattiesburg Clinic • 1,800 Employees/Staff • 50,000 Visitors Per Month

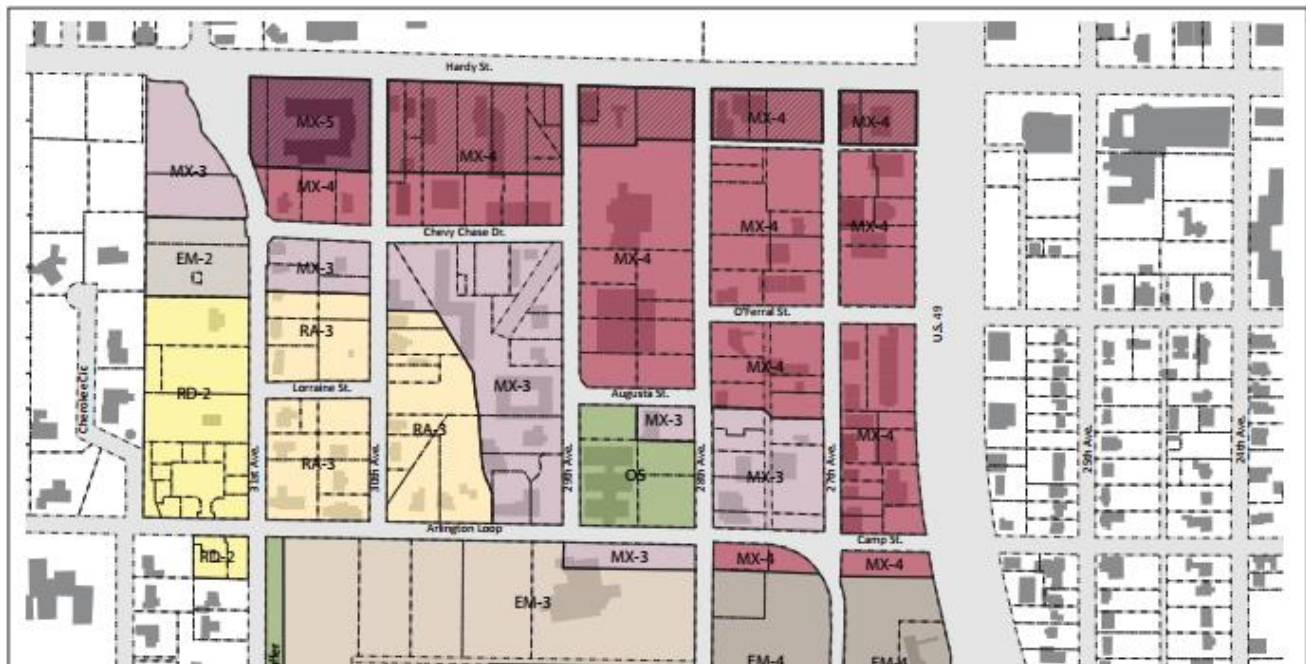
The University of Southern Mississippi • 2,300 Employees/Faculty • 14,850 Students • 36,600 Visitors Per Month.

http://www.code-studio.com/hattiesburg/Midtown-MasterPlan-Draft_May-31-2013.pdf



Sec. 2.2. Midtown Form-Based Code Zoning Map

The following map is established and made a part of the City of Hattiesburg Official Zoning Map.



NORTHEAST AREA



In general, this is the most intense portion of Midtown, allows the highest and most intensive buildings and uses. Also serves as the central focal point for the area.



Key Recommendations

- A** Entrance to USM enhanced and realigned, median formalized with monument and replanted. Speed table with USM Golden Eagle added to slow traffic.
- B** Three-story buildings with ground floor retail and apartments above fronting Hardy St. and 29th Ave create gateway into heart of Midtown.
- C** One-story university-oriented retail buildings (books, clothing, music, coffee shop) front Hardy St.
- D** 27th Ave closed to vehicular traffic and transformed into permanent outdoor space for dining and entertainment, public gathering or open air market.
- E** Three-story buildings with ground floor retail/office and apartments above front 29th Ave. Three-story university-oriented apartments front 28th Ave. Two-story parking deck serves surrounding development.
- F** Three- to four-story university-focused apartments front 28th Ave, O'Ferral St. and US 49 with 27th Ave serving as access to parking (higher densities could be achieved if structured parking provided). Ground floor corner units front US 49 could be reserved for retail-oriented uses.
- G** One-way travel way with reverse-angle parking and extensive landscaped buffering of US 49. Access moved from Hardy St. to US 49.
- H** Chevy Chase extended between 29th and 28th Avenues to enhance connectivity.
- I** Forrest General Support Services building serves as Midtown focal point.
- J** O'Ferral reconfigured with a median, stormwater captured within the median enhances water quality and stormwater runoff. Serves as a gateway into Midtown.
- K** Civic square with amphitheater serves as Midtown focal point, single-story active retail uses (coffee shops, cafes, restaurants) surround and frame the square.
- L** Three- to four-story university-focused apartments front O'Ferral and wrap corner of 28th Ave. Two-story parking deck serves surrounding development.
- M** 40,000 square foot grocery store with single-story retail line Arlington Loop.
- N** Two- to three-story office/condo building with Community Bank to the south retained.



Promote Additional Housing Opportunities
Student Housing at Hardy & 49

The University of Southern Mississippi's 14,850 students, of which only 3600 are accommodated in on-campus housing, with the remainder living off-campus either at home with their parents or in rental apartments miles away from campus, represent a major housing demand audience. Many students are seeking off-campus housing close to the campus - of which there is a limited supply, particularly within new apartment complexes.

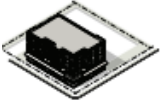
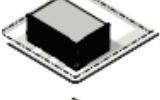
There is an opportunity, working with The University of Southern Mississippi, to tap into this large base of off-campus students. Creating a residential/retail/dining/entertainment development just steps from campus would not only be attractive to many of those commuting to campus today, but to future students who are looking for a university setting in proximity to an active "downtown."



Conceptual design of the subject site from Midtown in Motion.org

Sec. 3.2. Building Types Allowed by District

Building types are allowed by district as set forth below.

BUILDING TYPE	Mixed Use (MX-3, -4, -5)	Hardy Street Overlay (-HS)	Employment (EM-2, -3)	Employment (EM-4, -6, -9)	Residential Attached (RA-3)	Residential Detached (RD-2)
 Mixed Use Building	P	P				
 Shopfront Building	P	P				
 General Building	P	P	P	P		
 Civic Building	P	P	P	P	P	P
 Apartment Building	P		P			
 Apartment Court	P		P			
 Garden Apartment	P		P		P	
 Stacked Flat	P		P		P*	
 Townhouse	P		P		P	
 Cottage Court					P	P
 Detached House					P	P

Key: P = Permitted Blank Cell = Not Permitted

* In RA-3, a stacked flat is only allowed on a lot located at the intersection of two public streets.

Sec. 4.4. Permitted Use Table

Uses are allowed by district as set forth below.

	MX -3, -4, -5	EM -2, -3	EM -4, -6, -9	RA -3	RD -2	OS	Definition/ Use Standard
Residential Uses							
Dwelling, detached	X	X	X	P	P	X	Sec. 4.5.A.1
Dwelling, attached	P	P	X	P	X	X	Sec. 4.5.A.2
Dwelling, multi-family	P	P	X	P	X	X	Sec. 4.5.A.3
Assisted living facility, nursing home	P	P	P	X	X	X	Sec. 4.5.A.4
Bed and breakfast residence (up to 5 rooms)	P	P	X	P	PC	X	Sec. 4.5.A.5
Bed and breakfast inn (6 to 12 rooms)	P	P	P	PC	X	X	Sec. 4.5.A.6
Day care center	P	P	P	PC	X	X	Sec. 4.5.A.7
Independent living facility	P	P	P	X	X	X	Sec. 4.5.A.8
Retail Uses							
Amusement and recreation facilities, indoor	P	P	P	X	X	X	Sec. 4.5.B.1
Art gallery	P	P	P	L	X	X	Sec. 4.5.B.2
Bank	P	P	P	X	X	X	Sec. 4.5.B.3
Bar, lounge	P	X	X	X	X	X	Sec. 4.5.B.4
Personal service	P	X	X	L	X	X	Sec. 4.5.B.5
Professional studio, photography, drama, dance, gymnastics	P	X	X	X	X	X	Sec. 4.5.B.6
Repair service	P	X	X	L	X	X	Sec. 4.5.B.7
Restaurant	P	X	X	L	X	X	Sec. 4.5.B.8
Retail sales	P	X	X	L	X	X	Sec. 4.5.B.9
Commercial Uses							
Ambulance service	P	P	P	X	X	X	Sec. 4.5.C.1
Hotel, motel (13 or more rooms)	P	X	X	X	X	X	Sec. 4.5.C.2
Hospice	P	P	P	X	X	X	Sec. 4.5.C.3
Hospital	X	P	P	X	X	X	Sec. 4.5.C.4
Medical clinic, office	P	P	P	X	X	X	Sec. 4.5.C.5
Office	P	P	P	L	X	X	Sec. 4.5.C.6
Parking lot or garage	PC	PC	PC	X	X	X	Sec. 4.5.C.7
Veterinary clinic	L	L	L	X	X	X	Sec. 4.5.C.8

Key: P = Permitted by-right

PC = Planning Commission review required

L = Use permitted subject to use standards specified in cross-reference

X = Not permitted

Note: None of the above permitted uses include an "adult entertainment establishment" as defined in the Land Development Code.

	MX -3, -4, -5	EM -2, -3	EM -4, -6, -9	RA -3	RD -2	OS	Definition/ Use Standard
Civic Uses							
Amphitheater	X	X	X	X	X	P	Sec. 4.5.D.1
College, university	P	P	P	X	X	X	Sec. 4.5.D.2
Museum, library	P	P	P	X	X	X	Sec. 4.5.D.3
Park, playground	P	P	P	P	P	P	Sec. 4.5.D.4
Place of worship	P	P	P	PC	PC	X	Sec. 4.5.D.5
School, K-12	P	P	P	PC	PC	X	Sec. 4.5.D.6
Semi-public use	P	P	P	X	X	X	Sec. 4.5.D.7
Accessory Uses							
Drive-thru	PC	PC	PC	X	X	X	Sec. 4.5.E.1
Carriage house	X	X	X	P	P	X	Sec. 4.5.E.2
Home care center	P	P	P	P	P	X	Sec. 4.5.E.3
Home occupation	L	L	L	L	L	X	Sec. 4.5.E.4
Utility service	P	P	P	P	P	X	Sec. 4.5.E.5

Key: P = Permitted by-right

PC = Planning Commission review required

L = Use permitted subject to use standards specified in cross-reference

X = Not permitted

Note: None of the above permitted uses include an "adult entertainment establishment" as defined in the Land Development Code.

Legal Description(s)
(attached)

LINE	BEARING	DISTANCE
L1	N 88°21'12" W	155.19'
L2	N 00°13'50" E	7.22'
L3	N 32°09'35" E	18.91'
L4	S 00°13'50" W	18.51'
L5	S 88°21'12" E	145.18'
L6	S 00°09'11" W	5.00'
L7	N 32°09'35" E	18.91'
L8	S 00°13'50" W	19.80'
L9	S 88°21'12" E	135.16'
L10	S 00°09'11" W	15.01'

SOUTH 30TH AVENUE

ARLINGTON LOOP (50' Right-of-Way)

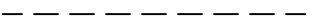
Legend



Found Rebar



Set #5 Rebar w/ Cap



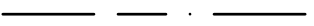
Temporary Construction Easement



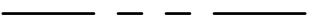
Property Line



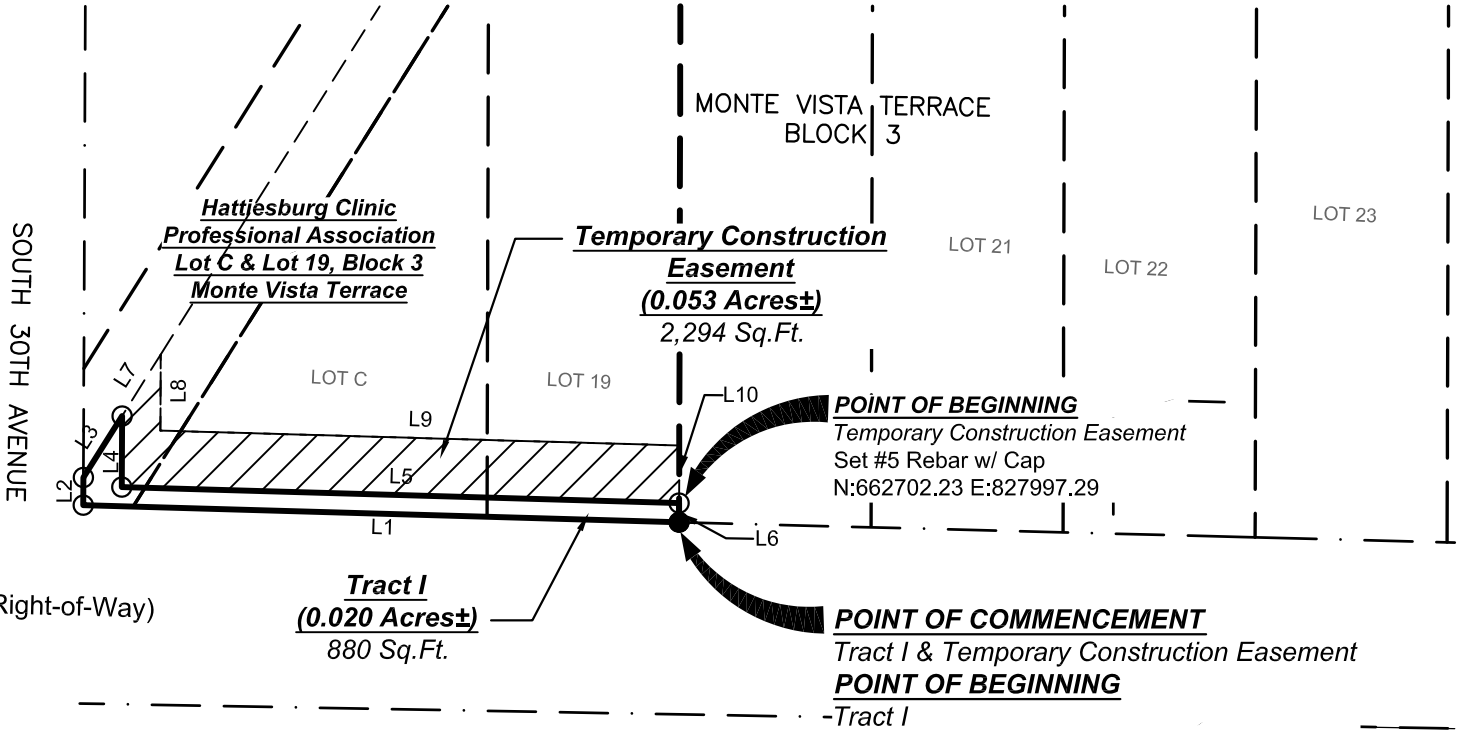
Original Lot Line



Right-of-Way Line (Existing)



Right-of-Way Line (Proposed)



POINT OF BEGINNING

Temporary Construction Easement
Set #5 Rebar w/ Cap
N:662702.23 E:827997.29

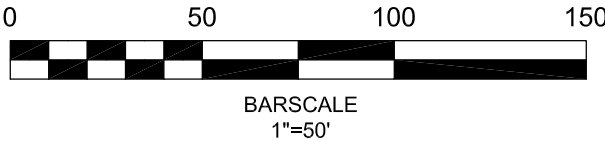
POINT OF COMMENCEMENT

Tract I & Temporary Construction Easement

POINT OF BEGINNING

Tract I

Found #4 Rebar
SE corner of Lot 19, Block 3
Monte Vista Terrace
Forrest County, Mississippi
N:662697.23 E:827997.27
Scale Factor: 0.99997797
Convergence: -0° 15' 36"



General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Monte Vista Terrace Subdivision Plat

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022

Date: December 8, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026



3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

Proposed Right-of-Way Take

for
Hattiesburg Clinic Professional Association
Lot C & Lot 19, Block 3 Monte Vista Terrace
City of Hattiesburg, Forrest County, Mississippi
ppin 20813

DRAWING No.:NS16886_HCPA 11.dwg

JOB No.:NS.16886.000

DRAWN BY: J. Byrd

CHECKED BY: J. Black

SCALE: 1"=50'

DATE: 12/12/2022

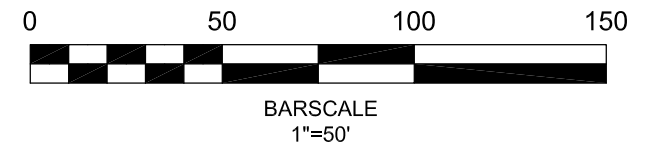
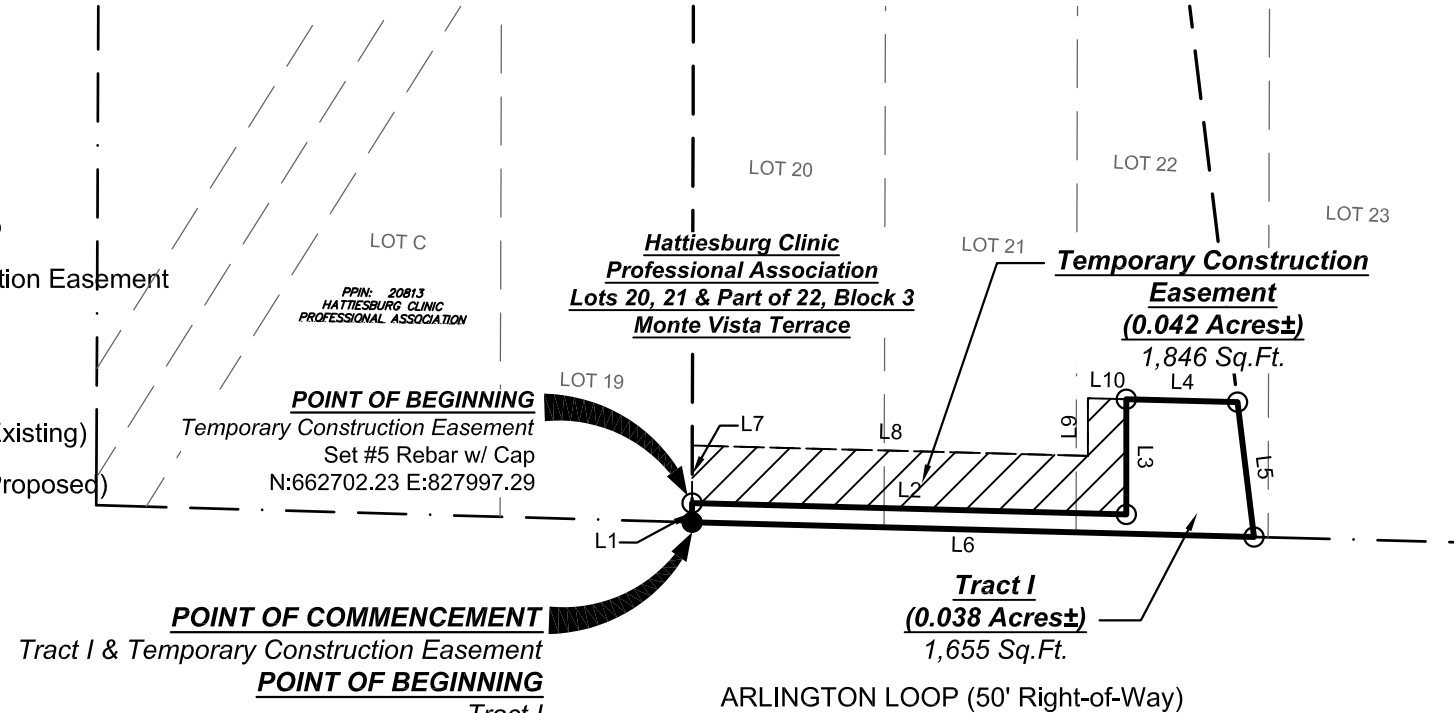
SHEET 1 of 1

●	Found Rebar
○	Set #5 Rebar w/ Cap
- - - - -	Temporary Construction Easement
—————	Property Line
- - - - -	Original Lot Line
=====	Right-of-Way Line (Existing)
=====	Right-of-Way Line (Proposed)

LINE	BEARING	DISTANCE
L1	N 00°09'11" E	5.00'
L2	S 88°30'13" E	113.09'
L3	North	30.01'
L4	S 88°30'12" E	29.00'
L5	S 06°54'12" E	35.38'
L6	N 88°30'14" W	146.35'
L7	N 00°09'11" E	15.01'
L8	S 88°30'12" E	103.05'
L9	North	15.01'
L10	S 88°30'12" E	10.00'

Thence North 00 Degrees 09 Minutes 11 Seconds East 5.00 feet to a #5 rebar and cap set;
Thence South 88 Degrees 30 Minutes 13 Seconds East 113.09 feet to a #5 rebar and cap set;
Thence North 30.01 feet to a #5 rebar and cap set;
Thence South 88 Degrees 30 Minutes 12 Seconds East 29.00 feet to a #5 rebar and cap set;
Thence South 06 Degrees 54 Minutes 12 Seconds East 35.38 feet to a #5 rebar and cap set;
Thence North 88 Degrees 30 Minutes 14 Seconds West 146.35 feet to the POINT OF BEGINNING;

Thence North 00 Degrees 09 Minutes 11 Seconds East 15.01 feet;
Thence South 88 Degrees 30 Minutes 12 Seconds East 103.05 feet;
Thence North 15.01 feet;
Thence South 88 Degrees 30 Minutes 12 Seconds East 10.00 feet to a #5 rebar and cap set;
Thence South 30.01 feet to a #5 rebar and cap set;
Thence North 88 Degrees 30 Minutes 13 Seconds West 113.09 feet to the POINT OF BEGINNING.



Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

MAPTECH, INC.
Surveying Mapping Remote Sensing
3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

*Proposed Right-of-Way Take
for
Hattiesburg Clinic Professional Association
Lots 20, 21 & Part of 22, Block 3 Monte Vista Terrace
City of Hattiesburg, Forrest County, Mississippi
ppin 20813*

DRAWING No.:NS16886_HCPA 11.dwg		JOB No.:NS.16886.000	
DRAWN BY: J. Byrd		CHECKED BY: J. Black	
SCALE: 1"=50'	DATE: 12/12/2022	SHEET 1 of 1	



DEED

Bk:1325 Page:395-398

RCD: 11/05/2019 @ 1:58:03:PM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

THIS INSTRUMENT PREPARED BY:

Richard & Thomas, PLLC
132 Westover Drive
Hattiesburg, MS 39402
(601) 602-2457

Indexing Instructions: The property described in this instrument is situated in Lots 20, 21 and part of Lot 22, Block 3, Monte Vista Terrace Subdivision, City of Hattiesburg, Forrest County, Mississippi. Please index accordingly in the sectional index.

RETURN TO:

Richard & Thomas, PLLC
132 Westover Drive
Hattiesburg, MS 39402
(601) 602-2457

STATE OF MISSISSIPPI

COUNTY OF FORREST

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTORS

ANN C. ALDRIDGE
2800 Prince George Rd
Hattiesburg, MS 39402
(601) 268-6200

and

PATRICIA C. TALBOT
98 Nutt Lane
Lawrenceburg, TN 38464
(504) 606-6762

do hereby grant, bargain, sell, convey and warrant unto GRANTEE

HATTIESBURG CLINIC PROFESSIONAL ASSOCIATION
a Mississippi professional corporation
415 South 28th Avenue
Hattiesburg, MS 39401
(601) 264-6000

the following described real property, lying and being situate in Forrest County, Mississippi, described as follows, to-wit:

Lots 20 and 21 and that part of Lot 22 lying West of the drainage ditch thereon, and that part of South Park lying West of said ditch; LESS that part sold to J. W. Jarrell, and that part of South Park North of said Lots 20 and 21, and that part of Lot 22 West of said ditch, all in Block 3 of the Monte Vista Terrace Subdivision, according to the plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, and being located in the City of Hattiesburg, Forrest County, Mississippi; all together with all improvements thereon and appurtenances thereunto belonging.

Grantors and Grantee shall pro-rate county and state ad valorem taxes for 2019.

The above warranty and this conveyance is made subject to prior reservations of oil, gas and other minerals by former owners.

The above warranty and this conveyance is made subject to any and all valid and outstanding oil, gas and mineral leases, exceptions, reservations and conveyances.

The above warranty and this conveyance is made subject to any and all covenants, restrictions or conditions of record or in use of the subject property, and any and all rights of way and easements for public roads and public utilities as presently laid out, constructed or in use.

Grantors herein warrant that Mary H. Curry, a/k/a Mary Ivy Curry, who retained a life estate in the above described real property, is deceased and died on or about October 16, 2006. A copy of her death certificate is attached hereto.

Grantors herein warrant that the above described real property does not constitute a part of their respective homesteads, nor is it adjacent thereto.

WITNESS MY SIGNATURE on this 29th day of October, A.D., 2019.

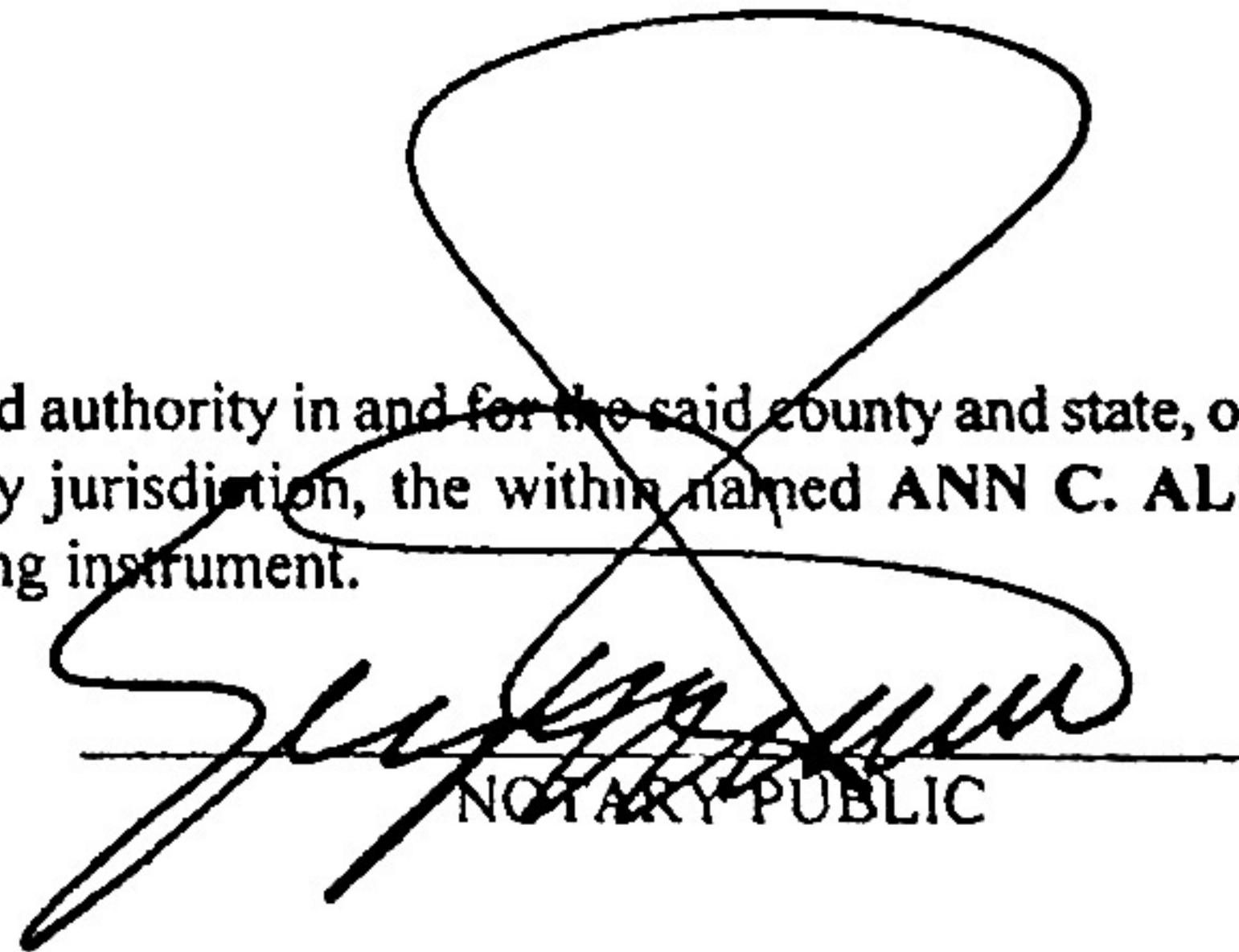

ANN C. ALDRIDGE

STATE OF MISSISSIPPI

COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this 29th day of October, A.D., 2019, within my jurisdiction, the within named ANN C. ALDRIDGE, who acknowledged that she executed the above and foregoing instrument.




NOTARY PUBLIC

WITNESS MY SIGNATURE on this 22 day of October, A.D., 2019.

Patricia C. Talbot
PATRICIA C. TALBOT

STATE OF ~~TENNESSEE~~ Alabama

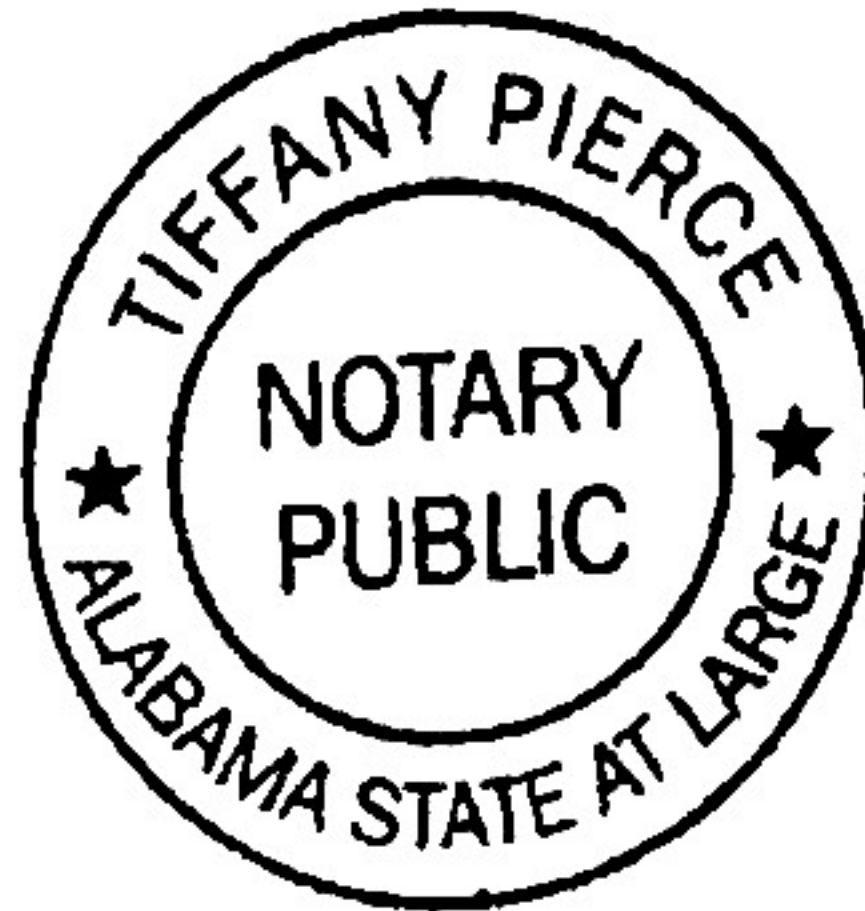
COUNTY OF Lauderdale

Personally appeared before me, the undersigned authority in and for the said county and state, on this 22nd day of October, A.D., 2019, within my jurisdiction, the within named **PATRICIA C. TALBOT**, who acknowledged that she executed the above and foregoing instrument.

Tiffany Pierce
NOTARY PUBLIC

My Commission Expires:

2/8/2023



MISSISSIPPI STATE DEPARTMENT OF HEALTH VITAL RECORDS

TYPE OR PRINT
WITH BLACK INK

FILING

DATE OCT 25 2008

CERTIFICATE OF DEATH

STATE OF MISSISSIPPI

STATE FILE
NUMBER

123-06-02148

DECEASED

If death occurred in
an institution, see
HANDBOOK, regarding
completion of
RESIDENCE itemsFor RESIDENCE items,
enter actual location
of home rather than
mailing address

PARENTS

INFORMANT

DISPOSITION

PRONOUNCEMENT

CERTIFIER

Mississippi State
Board of Health
Form No. 511
Revised 1-1-89

CAUSE OF DEATH

Had Decedent
been Pregnant
Within 90 Days
Prior to Death?☐ Yes ☐ No

1. NAME First Middle Last Mary Ivy Gurry	2. SEX Female	3a. HOUR OF DEATH 17:30 m.	3b. DATE OF DEATH (Month, Day, Year) October 16, 2006
4. RACE (Specify White, Black, American Indian, etc.) White	5a. AGE AT LAST BIRTHDAY 96 Years	5b. MOS 96	5c. DAYS 96
6. DATE OF BIRTH (Month, Day, Year) January 29, 1910	7a. COUNTY OF DEATH Forrest	7b. CITY OR TOWN OF DEATH Hattiesburg	7c. HOSPITAL OR OTHER INSTITUTION-NAME AND NUMBER (If not in either, give street address, route number or other location) Hattiesburg Convalescent Center
8. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary High School	9. MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) Widowed	10. SURVIVING SPOUSE (If wife, give maiden name)	11. WAS DECEASED EVER IN U.S. ARMED FORCES? (Yes or No) No
12. ORIGIN OR DESCENT (Specify Cuban, Afro-American, Mexican, etc.) American	13. SOCIAL SECURITY NUMBER [REDACTED]	14. USUAL OCCUPATION (Kind of work done) Homemaker	15. KIND OF BUSINESS OR INDUSTRY Own Home
16a. RESIDENCE-STATE Mississippi	16b. COUNTY Forrest	16c. CITY OR TOWN Hattiesburg	16d. INSIDE CITY LIMITS (Specify Yes or No) Yes
16e. STREET AND NUMBER OR RURAL LOCATION 514 Bay Street	17. FATHER-NAME First Middle Last John Wade Harrell	18. MOTHER-NAME First Middle Last Ivy Adell Brown	19. INFORMANT-NAME (Type or print) Ann Aldridge
20a. BURIAL, CREMATION, REMOVAL (Specify) Burial	20b. CEMETERY, CREMATORY-NAME Roseland Park	20c. LOCATION (City and State) Hattiesburg, MS	20d. EMBALMER-SIGNATURE AND NUMBER Bruce Blair FS 866
21b. FUNERAL HOME-NAME AND MISSISSIPPI I.D. NUMBER Moore Funeral Home 18M	21c. MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code) P. O. Box 2056, Hattiesburg, Mississippi 39403	22a. PERSON WHO PRONOUNCED DEATH-NAME AND TITLE (Type or print) Barbara McCraney, R.N.	22b. PRONOUNCED DEAD (Month, Day, Year) ON 10-16-2006
22c. PRONOUNCED DEAD (Hour) AT 17:30	23a. CERTIFIER-NAME (Type or print) Douglas E. Benedict, Jr.	23b. MAILING ADDRESS (Street and number or route and box number, City or town, State, ZIP code) P.O. Box 1564 Hattiesburg, MS 39403-1564	24a. To the best of my knowledge, death occurred due to the cause(s) and manner as stated Signature
24b. DATE SIGNED (Month, Day, Year) October 20, 2006	24c. STATE LICENSE NUMBER Forrest County CMEI 18-1	24d. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or print)	24e. On the basis of examination and/or investigation in my opinion, death occurred due to the cause(s) and manner as stated Signature
24f. DATE SIGNED (Month, Day, Year) October 20, 2006	24g. DATE SIGNED (Month, Day, Year) October 20, 2006	25. PART I: IMMEDIATE CAUSE (Enter one cause only): (a) Multi-Infarct Dementia DUE TO, OR AS A CONSEQUENCE OF (Enter one cause only): (b) Status Post Cerebral Vascular Accident DUE TO, OR AS A CONSEQUENCE OF (Enter one cause only): (c) Hypertension	26. PART II: OTHER SIGNIFICANT CONDITIONS-Conditions contributing to death but not resulting in the underlying cause given in PART I Atrial Fib, Pacemaker, CHF, S.P. MI
27. AUTOPSY (Yes or No) No	28. WAS CASE REFERRED TO MEDICAL EXAMINER? (Yes or No) Yes	29a. ACCIDENT, SUICIDE, HOMICIDE, PENDING INVESTIGATION, OR UNDETERMINED (Specify) Accident	29b. DATE OF INJURY (Month, Day, Year) October 16, 2006
29c. HOUR OF INJURY 17:30 m.	29d. DESCRIBE HOW OR BY WHAT MEANS INJURY OCCURRED	29e. INJURY AT WORK (Yes or No) No	29f. PLACE OF INJURY (Specify Home, Farm, Street, Factory, Office building, etc.) Home
29g. LOCATION Street or route number City or town State 514 Bay Street Hattiesburg MS	29h. LOCATION Street or route number City or town State 514 Bay Street Hattiesburg MS	29i. LOCATION Street or route number City or town State 514 Bay Street Hattiesburg MS	29j. LOCATION Street or route number City or town State 514 Bay Street Hattiesburg MS

THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE CERTIFICATE ON FILE IN THIS OFFICE

OCT 18 2007

Judy Moulder
STATE REGISTRAR

WARNING:

A REPRODUCTION OF THIS DOCUMENT RENDERS IT VOID AND INVALID DO NOT ACCEPT UNLESS
EMBOSSED SEAL OF THE MISSISSIPPI STATE BOARD OF HEALTH IS PRESENT. IT IS ILLEGAL TO ALTER
OR COUNTERFEIT THIS DOCUMENT.

VERIFICATION OF WATERMARK HOLD TO LIGHT TO VIEW

FORREST COUNTY, MS JIMMY C. HAYARD
I CERTIFY THIS INSTRUMENT WAS FILED ON 11/5/2019 1:58:03 PM AND RECORDED IN DEED BOOK: 1325 PAGE: 395 - 398

QUALIFICATIONS OF ZACHARY H. FAIRLEY

Professional Designations & Affiliations

- ◆ State Certified General Real Estate Appraiser in the State of Mississippi, #GA-1418

Related Job Experience

Zac Fairley Appraisals, LLC December 2019 – Present

Owner - Appraise all forms of real estate, including commercial, industrial, residential, multi-family, subdivision developments, right-of-way, partial interest, and timber land properties.

Collins and Null Appraisals, Inc. April 2007- October 2019

Real Estate Appraiser - Appraise all forms of real estate, including commercial, industrial, residential, rights-of-way, partial interest and timber land. Also includes preparation of documents for court proceedings, review of peer appraisals and expert witness testimony.

Academic Background

Petal High School- Petal, MS - (2003)

High School Diploma

Jones County Junior College - (2005)

Associate of Arts Degree in Business Administration

The University of Southern Mississippi - (2012)

Bachelor of Science in Business Administration (Real Estate, Finance)

Professional Education

Appraisal Principles Course (110) - Dallas, TX	Appraisal Institute	2012
Appraisal Procedures Course (120) - Dallas, TX	Appraisal Institute	2012
Standards of Professional Practice, USPAP - Dallas, TX	Appraisal Institute	2012
Business Practices & Ethics (MAB #49249) Online	Appraisal Institute	2013
General Site Valuation and Cost Approach - Houston, TX	Appraisal Institute	2013
Residential Market Analysis and Highest & Best Use (MAB #7325)	Appraisal Institute	2014
Residential Site Valuation and Cost Approach (MAB #49132)	Appraisal Institute	2014

Residential Sales Comparison and Income Approach	Appraisal Institute	2014
Residential Report Writing and Case Studies	Appraisal Institute	2014
Condemnation Appraising: Principles & Applications (MAB #49179)	Appraisal Institute	2015
USPAP Update (2016-2017)	Appraisal Institute	2016
105 The Uniform Act - Executive Summary	MDOT	2016
General Appraiser Sales Comparison Approach (MAB#49264)	Appraisal Institute	2017
Real Estate Finance, Statistics, and Valuation Modeling (MAB#49442)	Appraisal Institute	2018
USPAP Update (2018-2019)	Appraisal Institute	2018
General Appraiser Income Approach, Part 1 (MAB#49573)	Appraisal Institute	2018
General Appraiser Income Approach, Part 2 (MAB#49342)	Appraisal Institute	2019
General Appraiser Market Analysis & Highest and Best Use (MAB#49647)	Appraisal Institute	2020
Valuation Impacts from Covid-19	Appraisal Institute	2020
General Appraiser Report Writing & Case Studies (MAB#49729)	Appraisal Institute	2020
Advanced Income Capitalization (MAB#49604)	Appraisal Institute	2020
2020-2021 15-Hour Equivalent USPAP (MAB#50212)	Appraisal Institute	2021
2022-2023 7-Hour USPAP Update (MAB#50355)	McKissock	2022

State of Mississippi
MISSISSIPPI REAL ESTATE APPRAISER LICENSING
AND CERTIFICATION BOARD

LICENSE # GA-1418

STATUS: ACTIVE

ZACHARY HUNTER FAIRLEY

HAS BEEN GRANTED A LICENSE AS A
STATE CERTIFIED GENERAL APPRAISER

Effective Date:
05/25/2022



Expiration Date:
05/31/2024

SIGNATURE OF LICENSEE

Robert E. Praytor, Administrator



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Deputy Director
cc:
Date: Tuesday, June 20, 2023
Re: Adopt a Resolution declaring a portion of property identified as Forrest County Parcel PPIN 20806 necessary for public use, establishing just compensation and authorizing the Mayor to make a fair market value offer to P&A Properties, LLC and issue a manual check.
File Number: 2023-420
Minute Book #

Summary

Adopt resolution declaring a portion of property identified as Forrest County Parcel PPIN 20806 necessary for public use, approving the appraisal, establishing just compensation and authorizing the mayor to make a fair market value offer to P&A Properties, LLC and any and all interest holders in said property, and to acquire rights to the property from all interests holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended

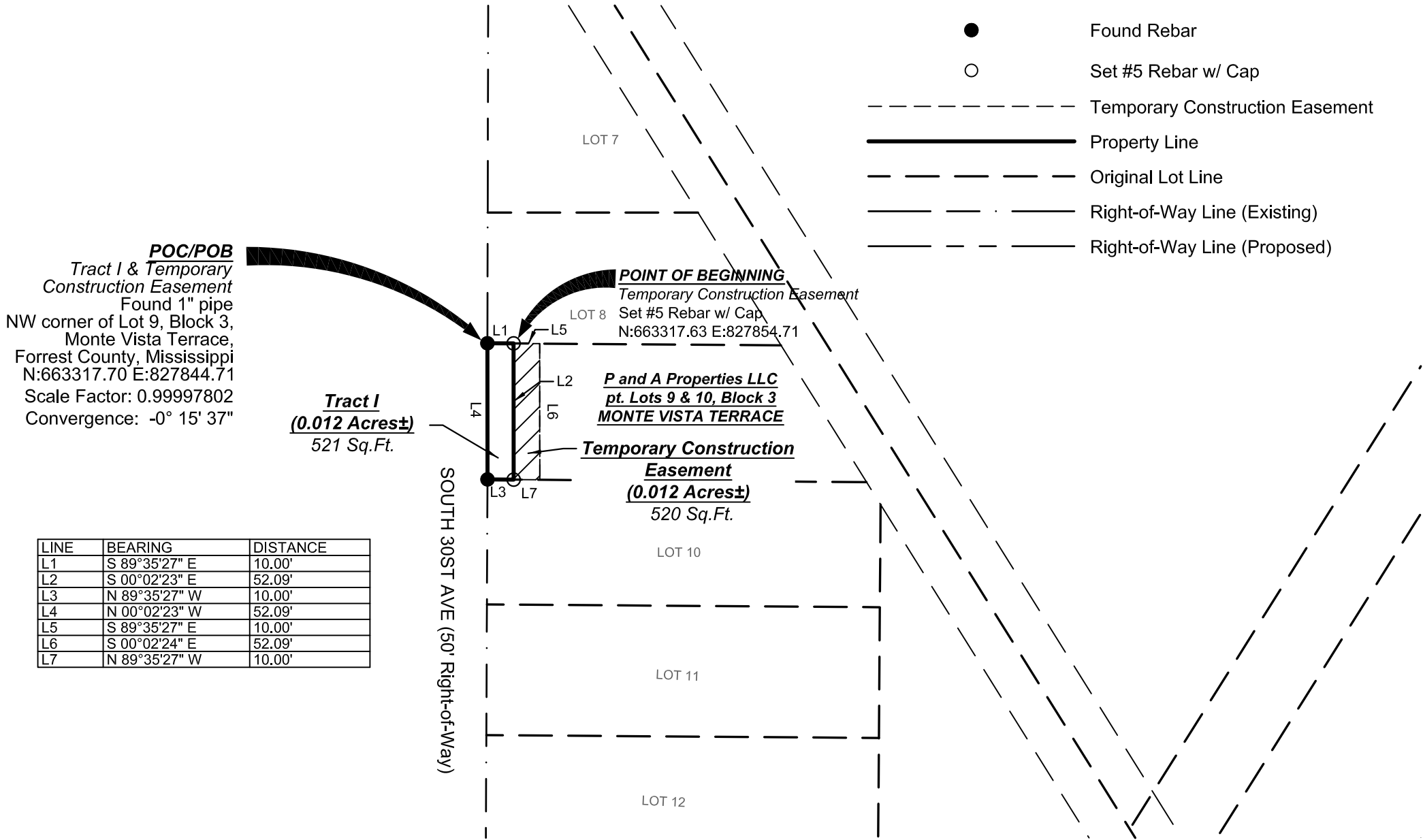
Recommendation Statement

I recommend approval of this item.

Please place this on the June 20, 2023 City Council meeting for consideration.

Items for City of Hattiesburg Agenda:

Adopt resolution declaring a portion of property identified as Forrest County Parcel PPIN 20806 necessary for public use, establishing just compensation and authorizing the mayor to make a fair market value offer to P&A Properties, LLC and any and all interest holders in said property, and to acquire rights to the property from all interests holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended



LINE	BEARING	DISTANCE
L1	S 89°35'27" E	10.00'
L2	S 00°02'23" E	52.09'
L3	N 89°35'27" W	10.00'
L4	N 00°02'23" W	52.09'
L5	S 89°35'27" E	10.00'
L6	S 00°02'24" E	52.09'
L7	N 89°35'27" W	10.00'

Legal Description Tract 1

A proposed tract of land containing 0.012 acres (521 square feet), more or less, situated in part of lots 9 and 10, Block 3 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997802, a convergence angle of -0 degrees 15 minutes 37 seconds developed at the below described Beginning point and being more particularly described as follows:

Beginning at a 1” pipe found located at the Northwest corner of said Lot 9, Block 3 having a MS State plane coordinate of N:663317.70 E:827844.71;

Thence South 89 Degrees 35 Minutes 27 Seconds East 10.00 feet to a #5 rebar and cap set;

Thence South 00 Degrees 02 Minutes 23 Seconds East 52.09 feet to a #5 rebar and cap set;

Thence North 89 Degrees 35 Minutes 27 Seconds West 10.00 feet to a #4 rebar found;

Thence North 00 Degrees 02 Minutes 23 Seconds West 52.09 feet to the POINT OF BEGINNING;

Legal Description Temporary Construction Easement:

A proposed Temporary Construction easement containing 0.012 acres (520 square feet), more or less, situated in part of lots 9 and 10, Block 3 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997802, a convergence angle of -0 degrees 15 minutes 37 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a found rebar located at the Northwest corner of said Lot 9, Block 3 having a MS State plane coordinate of N:663317.70 E:827844.71; thence South 89 degrees 35 minutes 27 Seconds East 10.0 feet to a #5 rebar with plastic cap set (N:663317.63,E:827854.71) marking the POINT OF BEGINNING;

Thence South 89 Degrees 35 Minutes 27 Seconds East 10.00 feet;

Thence South 00 Degrees 02 Minutes 24 Seconds East 52.09 feet;

Thence North 89 Degrees 35 Minutes 27 Seconds West 10.00 feet to a #5 rebar and cap set;

Thence North 00 Degrees 02 Minutes 23 Seconds West 52.09 feet to the POINT OF BEGINNING.

General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Monte Vista Terrace Subdivision Plat

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022

Date: December 8, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

MAPTECH, INC.
Surveying Mapping Remote Sensing
3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

Proposed Right-of-Way Take
for
P and A Properties LLC
Part of Lots 9 & 10, Block 3 Monte Vista Terrace
City of Hattiesburg, Forrest County, Mississippi
ppin 20806

DRAWING No.:NS16886_mid xx.dwg JOB No.:NS.16886.000

DRAWN BY: J. Byrd CHECKED BY: J. Black

SCALE: 1"=50' DATE: 12/8/2022 SHEET 1 of 1

RESOLUTION

WHEREAS, upon careful consideration, the City of Hattiesburg, Mississippi, (hereinafter “City”), acting by and through the City Council, has determined it to be in the best interests of the citizens of the City to construct an improvements in Midtown Hattiesburg, including on and adjacent to Arlington Loop, 30th Avenue and 31st Ave, located within the City limits; and

WHEREAS, to accomplish this project, the City finds it necessary to acquire for public use all or part of certain property belonging to the following landowners or their successors in title and/or other parties interested in said property which is more particularly described as Forrest County PPIN 20806 and in the construction plans for the project, which plans are made a part hereof by reference; and

WHEREAS, an appraisal of the subject property was conducted by Zac Fairley Appraisals & Consulting, a licensed real estate appraiser, on June 8, 2023, showing the fair market value of the interests to be acquired to be \$10,400, said appraisal being attached hereto as Exhibit “A”; and

**Forrest County Parcels PPIN 20806
P and A Properties, LLC**

NOW, THEREFORE, LET IT BE KNOWN THAT the appraisal by Zac Fairley Appraisals & Consulting, a licensed real estate appraiser, on June 8, 2023, of said property is approved, and the appraised value of \$10,400 for the interests to be acquired is acknowledged to be just compensation for said parcel, and the Mayor or his representative is authorized to make a Fair Market Value offer to the owner(s) of said parcel, and, if accepted, the Mayor is authorized to execute any and all documents required to complete said transaction, including the issuance of a manual check in payment.

The above and foregoing Resolution, having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and adopted by the following vote:

YEAS: NAYS: ABSENT:

The President thereby declared the motion carried and the Resolution adopted this the
__ Day of June, 2023.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the
Mayor, this the __ Day of June, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Establishment of Just Compensation Offer

The property that is the subject of this offer of just compensation is as follows:

Owner: P & A Properties, LLC
PPIN: 20806 (the area(s) to be acquired as shown on Exhibit A)
Project No: DECD-0018(36)BO
County: Forrest

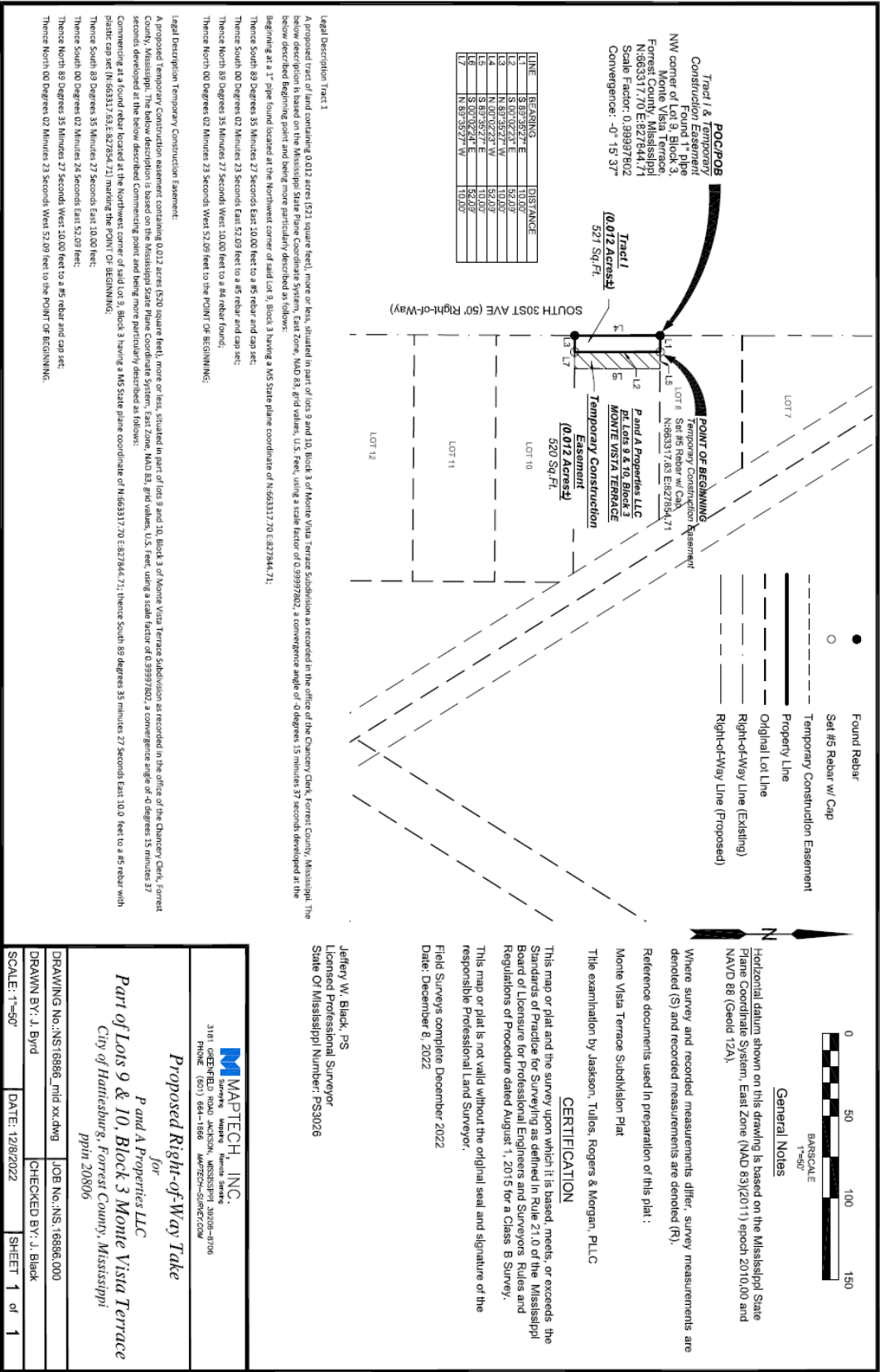
Under the authority conveyed to me by the Hattiesburg City Council, and based on the recommended appraisal for the above-named property, which is inclusive of all compensable interests, I, *Toby Barker*, Mayor of the city of Hattiesburg, do hereby establish the City of Hattiesburg's offer of what is believed to be just compensation for the acquisition of the real property rights specified in Exhibit A hereto, in the amount of \$10,400.

Signed_____ Date_____

NOTICE

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests/owners.

Exhibit A





FAIR MARKET VALUE OFFER

Owner: P & A Properties, LLC

PPIN: 20806

Project No: DECD-0018(36)BO

City/County: Hattiesburg / Forrest

It is necessary that the City of Hattiesburg acquire from you, P & A Properties, LLC, certain property necessary for the construction of this project.

The identification of the real property and the particular interests being acquired are indicated on the attached instrument.

The value of the real property interests being acquired is based on the fair market value of the property and is not less than the approved appraised value/waiver valuation, disregarding any decrease or increase in the fair market value caused by the project.

This fair market value offer includes all damages and is based on our approved Appraisal Valuation in the amount of \$10,400.

Land Value:	\$10,400
Improvements:	\$0
Damages:	\$0
Total Fair Market Value Offer	\$10,400

This Appraisal Valuation was made based upon recent market data in this area.

This acquisition does not include oil, gas, or mineral rights, but includes all other interests.

Unless noted otherwise, this acquisition does not include any items which are considered personal property under Mississippi State Law. Examples of such items are household and office furniture and appliances, machinery, business and farm inventory, etc.

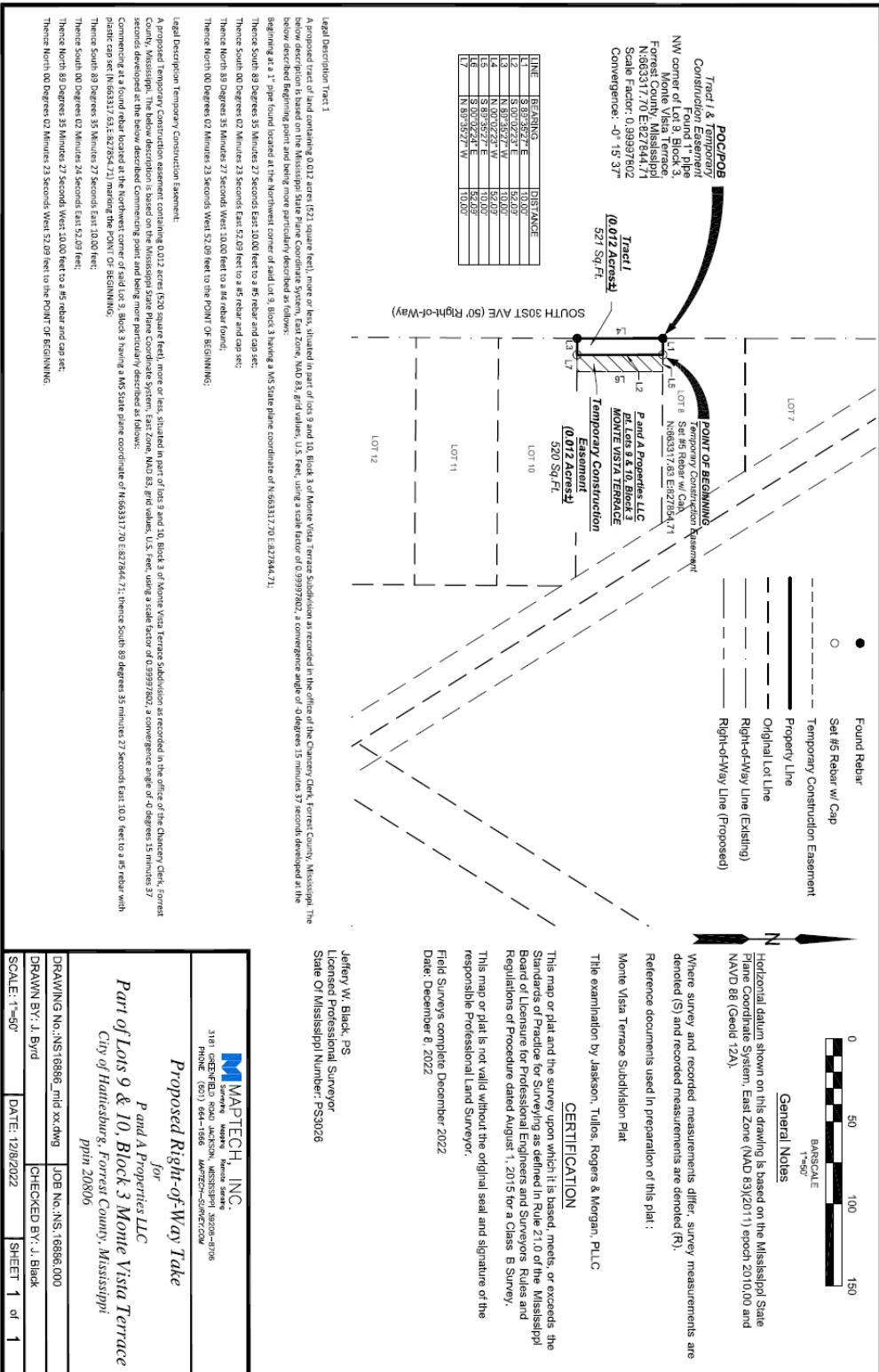
The real property improvements being acquired are further described in Exhibit A.

Under the authority conveyed to me by resolution of the Hattiesburg City Council, and based on the recommended appraisal for the above-described property, which is inclusive of all compensable interests, including leasehold interests, I, do hereby make the City of Hattiesburg's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of \$10,400.

If this offer is accepted, you will execute a warranty deed, and any leasehold interests will also be required to execute a quit claim deed. If you have a mortgage in place, a partial release of the acquired property from the mortgage may have to be secured from your lender and/or your lender may be made a payee on the check for payment. You will also be required to provide a duly executed W-9 form for tax reporting, and you may be required to execute a closing statement and other ancillary documents when funds are exchanged.

Signed _____ Date _____

LEGAL DESCRIPTION



APPRAISAL REPORT

Parcel Number(s) (PPIN No. 20806)
Owner P & A Properties, LLC
Occupied / Leased Vacant
County Forrest
Project Description Midtown Streetscape Project
Effective Date of the Appraisal 06/08/2023
Report Date 06/09/2023
Report Requested for Original Appraisal

Prepared For



The City of Hattiesburg
c/o Ann Jones, Chief Administrative Officer
P.O. Box 1898
Hattiesburg, MS 39403

This Appraisal Report Was Prepared By



ZAC FAIRLEY APPRAISALS & CONSULTING

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Table of Contents

Appraisal Report	2
Property Owner Contact Record	2
Summary of Facts and Findings	3
Certificate of Appraiser	4
Appraisal Scope of the Work	5
Identification of Client and Intended Users	5
Intended Use of the Appraisal Report	5
Purpose of the Appraisal	5
Parameters of Data Search	5
Extent of Property Inspection	5
Valuation Process	6
Property Rights Appraised	6
Fair Market Value Defined	6
Assumptions and Limiting Conditions	7
Extraordinary Assumptions and Hypothetical Conditions	8
Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)	9
Area & Neighborhood Data	11
Site Description	12
Whole Tract and Larger Parcel Declaration	17
Highest and Best Use Analysis	19
Ownership History and Tax Information	21
Approaches to Value	22
Sales Comparison Approach – (Land) – Before Value	24
Explanation of Adjustment-(Land)	26
Final Reconciliation of Value	28
Addenda	1
Terms and Definitions	1
Legal Description(s)	11

Appraisal Report

Parcel No.	(PPIN No. 20806)	Project No. (new)	Midtown Streetscape Project
County	Forrest		
Owner(s):	P & A Properties, LLC	Address:	206 S. 30 th Avenue
Phone:	Unknown		Hattiesburg, MS 39401
Estate Appraised:	☒ Fee	Area of Whole Tract	8,194 Sq. Ft. or 0.19 Acres
	☒ Easement	Area of Remaining Tract	7,673 Sq. Ft. or 0.178 Acres
	☐ Other	Area to be Acquired	521 Sq. Ft. or 0.012 Acres

Parcel	PPIN	Permanent Easement	Temporary Easement
25	20806	0.012 Ac or 521 SF	0.012 Ac or 520 SF

Within the scope of the assignment and consistent with USPAP Standard Rules 1 and 2-2, the following analyses, opinions and conclusions have been developed and are reported in this **Appraisal Report**.

Property Owner Contact Record

Subject Property Inspection Dates: June 8th, 2023

The property owner or their designated representative **was** offered an opportunity to accompany the appraiser performing this appraisal during the appraisal inspection of the property. I was unable to make contact with the property owner and proceeded with the appraisal report.

Contact Comments			
The property was inspected on June 8 th , 2023. I was unable to make contact with the property owner and proceeded with the appraisal report.			
Is the Property being Leased or Rented? ☐ Yes ☒ No			
Lessor:		Lessee:	
Terms of Lease:			

Date 06/09/2023

Appraiser (sig.)



(name)

Zachary H. Fairley

(License)

State Certified General Real Estate Appraiser, GA-1418

Summary of Facts and Findings

Project No. Midtown Streetscape Project	Parcel No. (PPIN No. 20806)
Property Owner: P & A Properties, LLC Address: 206 S. 30 th Avenue, Hattiesburg, MS 39401 Phone: Unknown	

Identification of the Property Appraised:	<i>Brief description of property identification, such as Section, Township, Range, Lot and Block, Street Address, etc.</i>
The subject property is estimated to be +/- 8,194 square feet of land located along South 30 th Avenue between Lorraine Street and Chevy Chase Drive. The property is identified as: Part of Lots 9 & 10, Block 3, of the Monte Vista Terrace Subdivision, in the City of Hattiesburg, Forrest County, Mississippi.	

Estate Appraised:	<i>(Fee, Easement, Other)</i>
Fee Simple- Easement	

Size of the Whole Tract (Before):	8,194 Sq. Ft.
Size of the Remaining Parcel (After):	7,673 Sq. Ft.
Size of the Area to be Acquired:	521 Sq. Ft. – Permanent Acquisition 520 Sq. Ft. – Temporary Easement

Highest and Best Use Before (Whole Tract):	Commercial or Retail Development
Highest and Best Use After (Whole Tract):	Commercial or Retail Development

Unit Value of the Land (Before)	\$17.00/Sq. Ft.
Unit Value of the Land (After)	\$17.00/Sq. Ft.

Improvements:	<i>(Briefly describe the improvements, such as, single family house, shed, barn, etc.)(List any personal property not covered in the appraisal report.)</i>
The property is improved with a single-family residence that appears to be vacated. In the before condition, the right-of-way is 18' from the front of the residence. In the after condition, the right-of-way will move in 5 feet towards the front of the residence. The temporary easement area encroaches on the front of the residence.	

Total Before Value:	\$139,300
Total After Value:	\$128,900
Just Compensation:	\$10,400

Effective Date of the Appraisal:	06/08/23
Date of Report:	06/09/23

Certificate of Appraiser

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct; The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and legal instructions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions;

I have no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved;

Neither my engagement or my compensation for completing this appraisal assignment was contingent upon my developing or reporting a predetermined result, predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;

The real property appraisal documented in this appraisal report was completed in accordance with the Laws of the State of Mississippi, the real property appraisal documented in this appraisal report was completed in conformity with the standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP).

This appraisal conforms with the appropriate State laws, regulations, policies, and procedures applicable to the appraisal of rights of way for highway purposes;

Unless expressly stated otherwise in this report, I made a personal inspection of the property appraised and the property owner, or his/her designated representative, was given the opportunity to accompany me on the inspection;

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property;

Unless expressly stated otherwise in this report, no one provided significant professional assistance to me in the performance of this appraisal;

I have not performed any services regarding the subject property by the appraiser within the three (3) year period immediately preceding acceptance of the assignment, as an appraiser or any other capacity; If applicable:

I have not revealed the findings and results of this appraisal report to anyone other than the proper officials of the City of Hattiesburg, and I will not do so until authorized by the property authorities or until required by law.

Based upon my independent appraisal and the exercise of my professional judgment, it is my opinion that the valuation of the subject property is as follows:

Fair Market Value of the Whole Tract (as defined in this report)	Before	\$139,300
Fair Market Value of the Remainder Property	After	\$128,900
The difference between the Fair Market Value of the whole tract and the remainder is		\$10,400

as of 06/08/23, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Date 6/09/2023

Appraiser (sig.)



(name)
(License)

Zachary H. Fairley
State Certified General Real Estate Appraiser, GA-1418

Parcel No. Parcel 25

Project No. Midtown Streetscape Project

Unimproved Property Appraisal Report (Revised: 2014)

Page 4

Appraisal Scope of the Work

Identification of Client and Intended Users

The City of Hattiesburg requested appraisal of the property described in this report. The intended user of this appraisal report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein.

Intended Use of the Appraisal Report

The facts, analyses, opinions, and conclusions contained in this appraisal report establish an estimate of just compensation, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation in this appraisal report includes the fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi, and, upon determination by appraisal review that this appraisal report complies with all applicable standards and requirements, serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the “real property” described herein.

Purpose of the Appraisal

The purpose of the appraisal is to render an opinion as to the Fair Market Value of specified real property as of the stated date and, through application of the Before and After Rule as prescribed under the laws of the State of Mississippi, the valuation of the remainder of specified real property. The difference between these two valuations is the value being sought by the client and is reported to the client as the “opinion of just compensation”.

Parameters of Data Search

The scope of the assignment is to collect and verify as completely as possible, comparable sales, and rentals, if applicable, from within the subject area, or other areas that, in the opinion of the appraiser, are reasonably comparable to the subject area, so that a value conclusion may be derived.

Sources of the data, utilized for this appraisal, include county deed records, real estate brokers, real estate appraisers, and other individuals knowledgeable in the local real estate market and, as applicable and appropriate, other individuals knowledgeable in specific types of property. One or more of the principals involved in the transactions, grantor, grantee, attorney, financier, broker of the transaction, or their representatives, have verified the market sales used in this report. Mississippi is a non-disclosure State. Other than the recordation of a deed, there is no legal requirement for grantors, grantees, or other parties to a transaction, to disclose any information relative to the transfer of real property. Since there is no legal requirement for the deed to include the transaction price when it is recorded, it is possible that there are transactions for which purchase price data could not be obtained.

Extent of Property Inspection

Per the USPAP Scope of Work Rule, “*The report must contain sufficient information to allow intended users to understand the scope of work performed*”. The extent of the subject property inspection, including interior and exterior areas, is required content of the appraisal report per the USPAP scope of work rule and per guidance from the FHWA regarding requirements for scope of work. The “extent of the inspection process” includes, but is not limited to: a declaration as to the part or parts of the property that were actually viewed or not viewed during the inspection; for structures and other improvements, whether such items were physically measured by the appraiser, whether interior and/or exterior inspection was performed for each item, and a declaration regarding the level of detail associated with the inspection of tangible property. The following is a description of the extent of the inspection performed on the subject property for this appraisal assignment

The property was inspected on May 24, 2023. This inspection involved an inspection of the easement areas. Photographs were documented from the site visit.

Valuation Process

The data obtained is to be analyzed, when appropriate, via the Cost, Income, and Sales Comparison Approaches to Value, with appropriate support for any adjustments made and the value conclusions. The values derived via these three approaches, if applied, are then reconciled into final opinions of value for the subject property for both the before condition and after condition, respectively. The just compensation opinion thus derived by this process encompasses the value of the partial acquisition, improvements within the acquisition, damages to the remainder (if any), including any curative costs impacted by the acquisition in accordance with the Uniform Act and the Laws of the State of Mississippi.

Property Rights Appraised

The property rights appraised in this report consist of fee simple, and, as applicable and appropriate, easement, leased fee, and leasehold interest(s).

“Fee Simple Estate” is defined by *The Dictionary of Real Estate Appraisal*, 4th Edition, copyright 2002, page 113, by the American Institute of Real Estate Appraisers as being:

“Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.”

“Easement” is defined in *The Dictionary of Real Estate Appraisal*, copyright 2002, 4th Edition, page 90, by the American Institute of Real Estate Appraisers as being:

“An interest in real property that conveys use, but not ownership, of a portion of an owner’s property.”

“Leased Fee Interest” is defined in *The Dictionary of Real Estate Appraisal*, copyright 2002, 4th Edition, page 161, by the American Institute of Real Estate Appraisers as being:

“An ownership interest held by a landlord with the right of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the lessee are specified by contract terms contained within the lease”.

“Leasehold Interest” is defined in *The Dictionary of Real Estate Appraisal*, copyright 2002, 4th Edition, page 162, by the American Institute of Real Estate Appraisers as being:

“The interest held by the lessee (the tenant or renter) through a lease transferring the rights of use and occupancy for a stated term under certain conditions”.

Property Estate(s) Appraised:	<i>List and describe, if necessary, the property right(s) appraised (i.e., fee simple, easement, other)</i>
Fee Simple, Easement	

Fair Market Value Defined

Fair Market Value is value in exchange. It is “the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress”. (See the *Terms and Definitions* section of this report for the source of this definition)

Assumptions and Limiting Conditions

This appraisal is subject to the following underlying assumptions and limiting conditions:

The appraiser(s) certifies that to the best of his or her knowledge and belief, the statements contained in this appraisal report, subject to the limiting conditions set forth below are correct.

This appraisal is of the property described in this report.

The appraiser(s) has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader in visualizing the property.

Certain information in this report was obtained from and/or furnished by sources believed to be reliable; however, the absolute accuracy of information is not guaranteed. If relevant information or errors come to the attention of the appraiser, the appraiser reserves the right to change, alter, revise, or void the opinions contained in this report in part or in their entirety.

Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg. This report is to be used in its entirety. The appraiser is not responsible if any part of this report is used to the exclusion of the remainder.

We are not familiar with any engineering studies made to determine the bearing capacity of the land or that indicate any mineral contents of a significant nature.

The appraiser(s) has no knowledge of the existence of hazardous materials on the property unless otherwise stated in this report. The appraiser, however, is not qualified to detect such substances. The presence of any such substances, which may be potentially hazardous materials, may affect the value of the property. However, as directed by the client, the City of Hattiesburg, this value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value.

To the best of our knowledge no portion of the value assigned to the subject property is for items, which are non-compensable according established laws.

This property has been appraised as though free of all liens, unless otherwise stated herein. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered herewith. Good title is assumed.

Certain background and other relevant information applicable to the appraisal of this property and for this appraisal report is given in the project data brochure, which is incorporated herein by reference.

This appraisal was performed within requirements of regulation, law, and supplemental appraisal standards that are applicable to appraisals performed for governmental acquisitions and thus, certain valuation opinions and conclusions stated in this appraisal report are affected by these requirements. Applicable Mississippi Law is found at Mississippi Code Section 65, Section 43, Section 11, and also found in certain published decisions of the Mississippi Supreme Court as they pertain to property acquisition by Eminent Domain.

The reported value estimate assumed no impact on value because of "Section 404 wetlands", as defined by the U. S. Army Corps of Engineers. The client is urged to seek advice of an expert to determine any potential impact on wetlands on the property.

There are no additional assumptions and limiting conditions applicable to this appraisal.
The subject lot was estimated to be +/- 8,194 square feet. This should be considered an exact acreage, as a survey was provided. The acquisition areas are exact measurements provided from the project engineer.
The appraiser reserves the right to alter his opinion of value following the submission of a total survey or acreage clarification

Extraordinary Assumptions and Hypothetical Conditions

Standard Rule 1-2(g) and (h) and Standard Rule 2-2 (a)(viii) and (b)(viii) of the *Uniform Standards of Professional Appraisal Practice* require the appraiser to identify and state all extraordinary assumptions and hypothetical conditions when developing and reporting an appraisal.

USPAP defines extraordinary assumption as “an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser’s opinions or conclusions. “ An extraordinary assumption presumes as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

USPAP defines hypothetical condition as “that which is contrary to what exists but is supposed for the purpose of analysis.” A hypothetical condition assumes conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

An appraiser cannot make an assumption or accept an instruction that is unreasonable or misleading, nor can an appraiser make an assumption that corrupts the validity of the value estimate. Written legal instructions that have proper foundation must be accepted and must be included in the appraisal report.

Following, if applicable, are all extraordinary assumptions and/or hypothetical conditions that affected the analyses, opinions, and conclusions of this report which are explained in the scope of work:

Following, if applicable, are appraiser instructions that affected the analyses, opinions, and conclusions of this report:

If applicable there are no temporary easement assumptions.

Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)

If professional assistance was provided to the appraiser the name of the individual(s) providing such assistance must be stated below. This includes both professional appraisal assistance and providers of subsidiary assistance, e.g., appraisers, registered foresters, architects, attorneys, planning and permitting consultants, engineers, cost estimators, marketing consultants, etc., etc.

If applicable, the following is a description of any necessary or appropriate steps that were performed in the completion of this appraisal assignment that were not previously noted in the scope of work, including a list of the individual(s) providing professional assistance and the type and extent of assistance provided.

A plat of the proposed acquisition area was provided by Maptech, Inc.. I have relied on the acreage from the plat to determine the size of the proposed acquisition and easement areas.

Declaration of Jurisdictional Exception to the Uniform Standards of Professional Appraisal Practice

In conformity with the requirements of USPAP Standard Rule 2-1(a, b, & c), this section of the appraisal report references those specific laws and regulations that prescribe methods and procedures of appraisal and appraisal reporting contrary to that required by USPAP. Application of the Jurisdictional Exception Rule of the USPAP is hereby declared.

Linking Estimate of Value to Specific Exposure Time –

USPAP Standards Rules 2-2(a)(v) & 2-2(b)(v) and clarifying comments contained in SMT-6 require the declaration of a market exposure time. Under Federal appraisal standards, “exposure time” statements are not permitted to appear in appraisal reports prepared for governmental acquisitions. Therefore, pursuant to the authority conveyed to the MDOT through Miss. Code, Sec. 65-1-8 all real property appraisals prepared for the MDOT, whether by staff employees or contracted fee appraisers, shall invoke a Jurisdictional Exception to the requirements of USPAP 2-2(a)(v) and 2-2(b)(v).

Consideration of Land Use Regulations –

USPAP Standard Rule 1-3(a) requires analysis of the effect existing land use regulations and reasonably probable modifications to same. This requirement is contrary to Federal appraisal standards. All real property appraisals performed for the MDOT, whether by staff employees or contracted fee appraisers, must disregard any recent rezoning if such rezoning was a consequence of, or in anticipation of, the government project for which the appraisal is being conducted. Therefore, pursuant to the authority conveyed to the MDOT through Miss. Code, Sec. 65-1-8, all real property appraisals shall invoke a Jurisdictional Exception to the requirements of USPAP 1-3(a).

Consideration of Anticipated Public Projects –

USPAP Standard Rule 1-4(f) requires the appraiser to analyze the effect on value of anticipated public improvements located on or off the property appraised. The appraisal requirements of USPAP Standard Rule 1-4(f) are contrary to State and Federal Law regarding appraisals performed for government acquisitions. All real property appraisals performed for the MDOT, whether by staff employees or contracted fee appraisers must disregard any decrease or increase in the fair market value of real property caused by the government project for which the appraisal is being conducted.

Valuation by Market Approach Only (a.k.a. Sales Comparison Method):

Unless specifically prohibited by Law, the MDOT is empowered and directed by statute to adopt such procedures as are advisable and/or necessary for the purpose of obtaining or securing financial assistance, grants or loans from the United States of America, or any agency thereof. All real property appraisals performed for the purpose of governmental acquisitions within the scope of The Uniform Act are authorized to omit cost and income approaches to valuation where sufficient sales data exists to produce a reliable opinion of value by use of the Market Approach alone (*a.k.a. Sales Comparison Approach*).

Additions to the Scope of Work and Comments (<i>If necessary</i>)	

Area & Neighborhood Data

Area Defined	<i>Brief description of the subject area boundaries or general limits, including the county or counties, prominent cities and prominent geographic features, i.e. Interstate or U.S. Highways, navigable waterways, etc.)</i>		
The area is defined as the medical and commercial district in Midtown Hattiesburg outlined by Hardy Street and Highway 49, inside the city limits of Hattiesburg, Forrest County, Mississippi. U. S. Highway 49 is a main north/south thoroughfare in Hattiesburg. Hardy Street is the main commercial corridor running east to west across Hattiesburg, and lies about one block north of the subject.			
Subject Location	☒ Urban	☒ Suburban	☐ Rural
Population Growth Rate	☒ Increasing	☐ Stable	☐ Decreasing
Primary Shopping/Trade Center – Area	Hattiesburg		
Primary Shopping/Trade Center – County	Forrest		
Nearest Employment Center	Hattiesburg		

Neighborhood Defined	<i>(Brief description of the neighborhood area boundaries or general limits, including, if applicable, community name or other name reference utilized by area residents)</i>				
The neighborhood is essentially defined as Hardy Street to the north, Lincoln Road to the south, South 28 th Avenue to the east, and South 34 th Avenue to the west. Forrest General is the largest hospital between Jackson and the Gulf Coast. The neighborhood mostly consists of commercial, residential and medical uses. New developments in the area include the new FGH Cancer Center on South 28 th Avenue and Arlington Loop, the new red light project on the corner of Highway 49 and Camp Street, and the state of the art development of Jones Companies office headquarters under construction adjacent to the west of the subject. Highway 49 consists of mainly professional offices, small retail buildings, fast food and dine in restaurants as well as medical uses along the highway and along South 28 th Avenue. The South 28th Avenue corridor consists mainly of professional and medical offices affiliated with Forrest General Hospital or Hattiesburg Clinic. South 28th Avenue has experienced conversion from single family residential into medical use. Access to the neighborhood is considered great via Highway 49 and Arlington Loop. Highway 49 is the main north/south thoroughfare for traffic traveling from the northern portions of the city to the southern portions connecting Jackson to the Gulf Coast. The traffic count along Highway 49 is 26,000 cars with Arlington Loop consisting of 3,600 cars. The Midtown District is an upper end, high quality retail, commercial and residential district catering to the USM students, faculty, and surrounding Hattiesburg residents. Midtown Hattiesburg Master Plan is to create a walkable, workable, livable mixed use community that connects people to living, shopping, dining, entertainment, educational, medical, cultural, and recreational venues.					
Neighborhood Zoning	☒ Res.	☒ Comm.	☐ Ind.	☐ Other	☒ None
Neighborhood Utilities	☒ Elec.	☒ Gas	☒ Water		
	☐ All	☐ Part	☒ Sewerage		
	☐ Other				
Neighborhood Imp's	☐ Storm Sewer	☒ Crb/Gtr	☒ Sidewalk	☒ Street Lights	
	☐ Other				
Schools	Hattiesburg City Schools				
Fire	City of Hattiesburg				
Police	City of Hattiesburg				

Site Description

(Before – Acquisition - After)

Site Description — Before

An analysis of the subject site is particularly important in estimating its highest and best use and for separate valuation from the improvements. The following is a discussion of the subject site in the Before Condition.

Present Use of Site: Residence

Legal Description of the Total Ownership: Part of Lots 9 & 10, Block 3, of Monte Vista Terrace Subdivision, in the City of Hattiesburg, Forrest County, Mississippi

Frontage/Access: South 30th Avenue fronts the property to the east for +/-52 feet. The access drive is located along South 30th Avenue.

Topography: Partially wooded with adequate drainage

Flood Plain and Drainage Data: According to flood map 28035C0104E, dated November 19th, 2021, the property does not lie within a designated flood zone.

Use Restrictions: RA-3; Zoned Midtown District by the City of Hattiesburg (see addenda)

Site Improvements: None

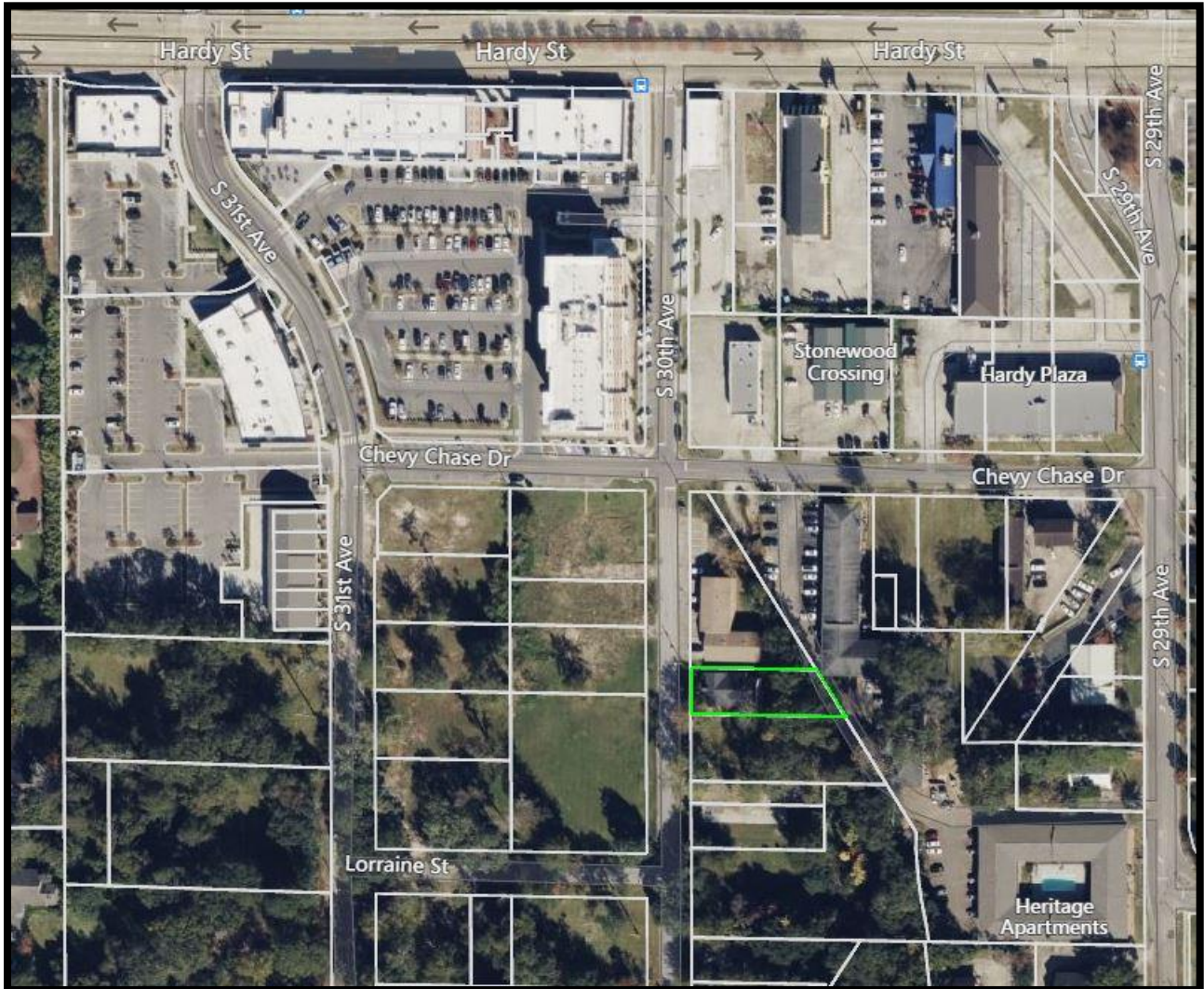
Adjacent Land Uses: Located to the north of the property is a variety of retail, condo, and multi-family uses. Jones Companies headquarters Class A multi-story office building is under construction adjacent to the west.

Easements/Encumbrances: None noted.

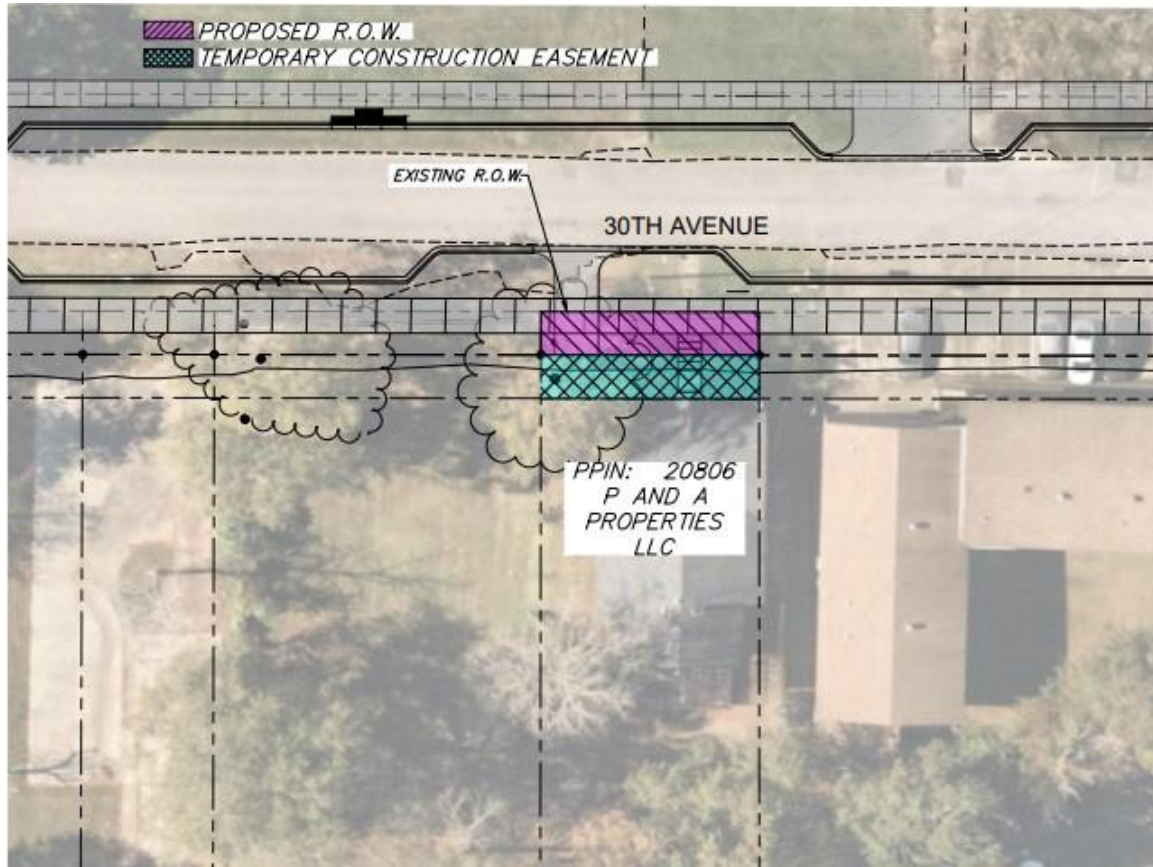
Utilities:

Utility Service	Supplier	Utility Service	Supplier
Electricity	MS Power	Sewer	City of Hattiesburg
Gas	Spire	Water	City of Hattiesburg
Garbage Collection	City of Hattiesburg	Telephone	AT&T

AERIAL PHOTO



ACQUISITION AREAS



Site Description — Area of Acquisition

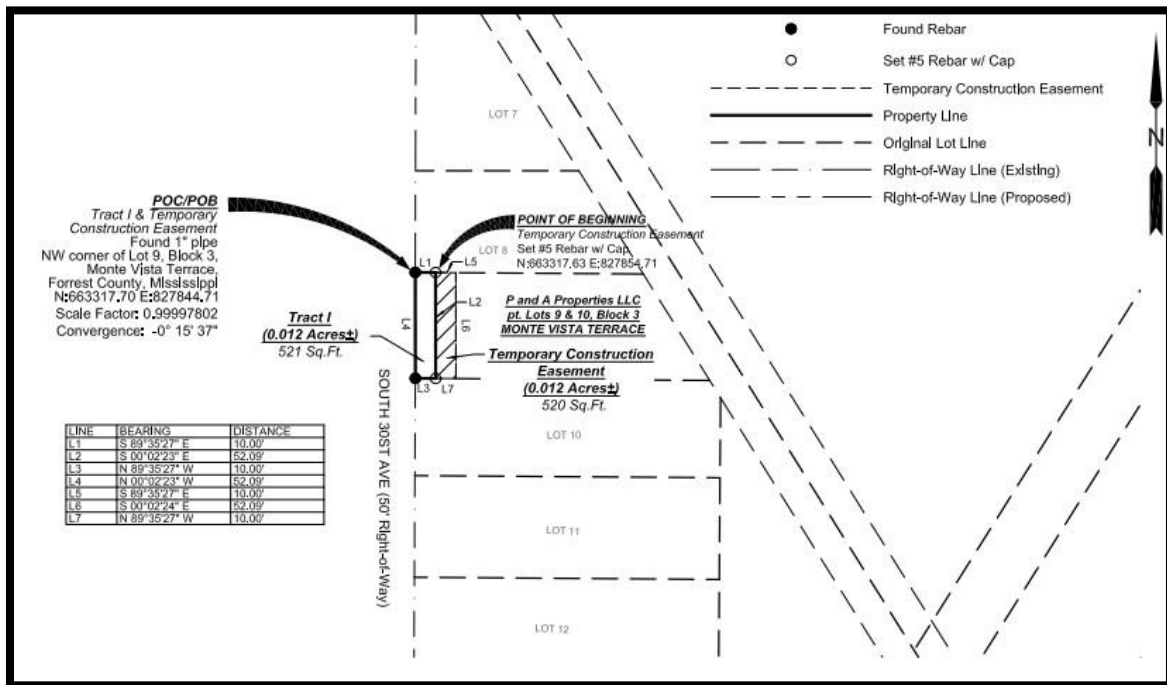
Location/Size: The permanent acquisition area contains 521 square feet. This area is located in front of the residence along S. 30th Avenue. The temporary construction easement contains 520 square feet. A breakdown of the easement areas is shown below

Parcel	PPIN	Permanent Easement	Temporary Easement
25	20806	0.012 Ac or 520 SF	0.012 Ac or 521 SF

Rights to be Acquired for Each Parcel: Fee Simple, Easement

Site Improvements: None noted

Rights to be Acquired: Fee Simple, Temporary Construction Easement



Parcel No. Parcel 25

Project No. Midtown Streetscape Project

Unimproved Property Appraisal Report (Revised: 2014)

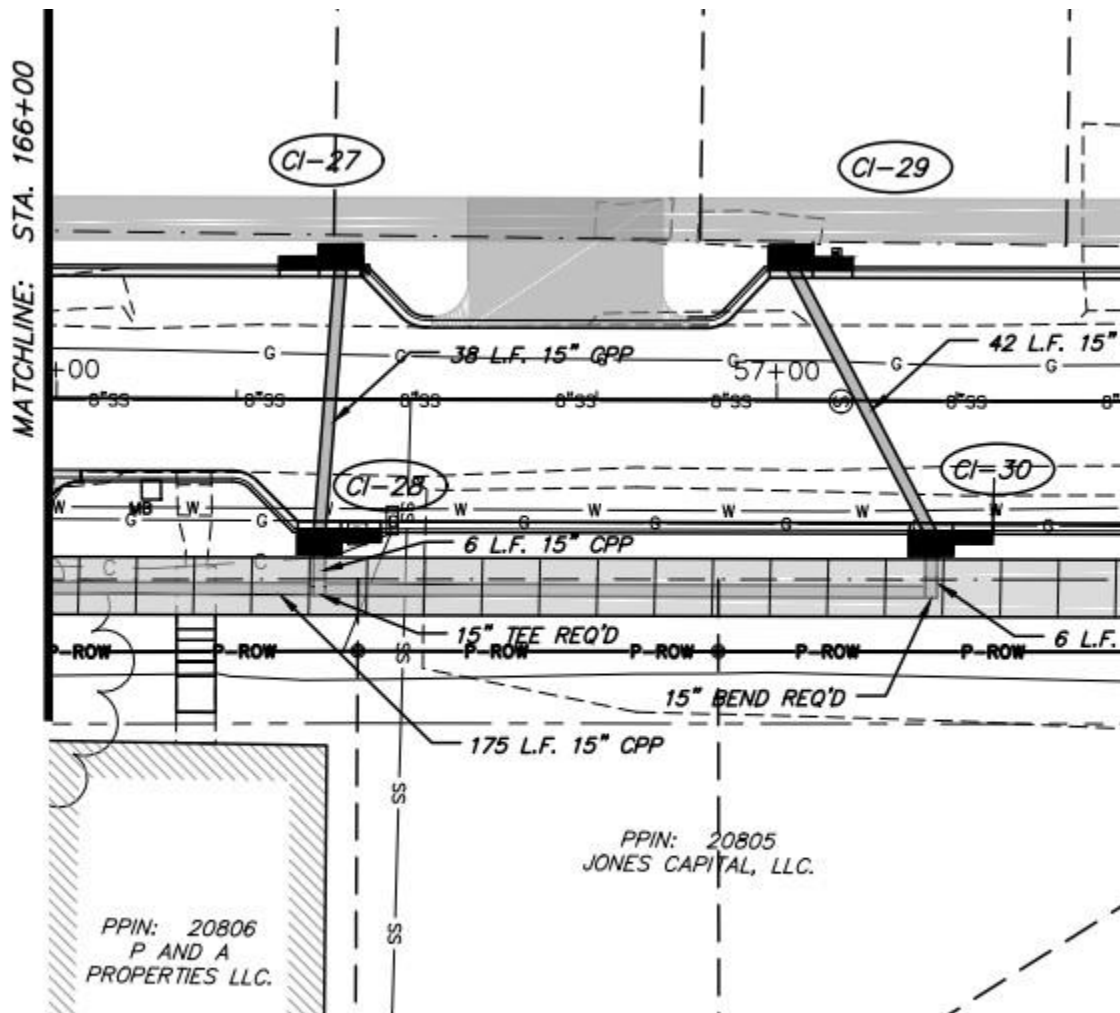
Page 15

Site Description — After

Dimensions/Area/Shape: After the permanent easement, the property will be reduced by 520 square feet. The temporary easement contains 521 square feet and will be required for 2 years, at which time there may be periods of limited access to the property.

Frontage/Access: Same as before.

The overall utility will remain the same in the after condition and no damages were noted.



Photographs



View of property from S. 30th Avenue



View of easement areas



Driveway



TCE staking along the south property line



Rear view of the property



Jones Companies development located adjacent to the property.

Whole Tract and Larger Parcel Declaration

Whole Tract Declaration

On those properties where the total ownership and the Larger Parcel are not one-in-the-same, it is possible for a property to contain several Larger Parcels (Highest & Best Use areas). The acquisition may affect more than one Larger Parcel (H&BU area), it is essential that there be a clear declaration by the appraiser as to what part and/or parts of the total ownership are being appraised. This section of the appraisal report declares exactly what was valued in the appraisal process and includes:

- The size of the contiguous total ownership provided to the appraiser by the City of Hattiesburg
- Declaration of the Larger Parcels (H&BU areas) within the total ownership that are unaffected
- Identification and delineation of the affected Larger Parcels (H&BU areas) described by the following methods as appropriate:
 - a. Clearly visible physical features- road, creek, ditch, fence, tree line, etc.
 - b. Subdivision boundary, Zoning line, corporate limits, county line, section line, etc.
 - c. Dimensioned area as determined by the appraiser

Total "Whole Tract" Declaration and Summary	(Ac./S.F.)
The whole tract being part of Lots 9 & 10, Block 3, of the Monte Vista Terrace Subdivision containing +/-8,194 square feet is the subject of this report.	

Declaration of the Larger Parcel

There are three conditions or tests that are considered in determining the larger parcel, unity of ownership, unity of use, and contiguity. In certain instances, the larger parcel may not include all the lands that are contiguous and under identical ownership. In determining the larger parcel to be appraised, reliance on unity of ownership and unit of use will be given substantial weight. In determining the larger parcel, the following is noted:

Larger Parcel(s) Summary	(Dimensions, Size, and Use)
Same as above.	

Highest and Best Use Analysis

¹**Highest and best use** is defined in *The Dictionary of Real Estate Appraisal, Fourth Edition*, Copyright 2002, page 135, compiled by the Appraisal Institute as:

“The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity”.

The reasonable and probable use that will support the highest property value, as defined, as of the date of the appraisal. In order to arrive at a highest and best use estimate, the land is first analyzed as if vacant. Later, the total property, including any existing improvements, is analyzed. In estimating the highest and best use of the subject site, as if vacant and improved, you must first carefully study the existing land use patterns and trends in the area. In estimating the highest and best use of the subject property, the appraiser has considered very carefully the following factors:

1. The land and location is considered in relationship to the local area.
2. The physical characteristics of the land and improvements, including the land's overall size, shape, road frontage, topography, soil and sub-soil conditions and available utilities.
3. In analyzing the highest and best use of the subject, as applicable and appropriate, the Sales Comparison Approach, Cost Approach, and Income Approach are considered.

The procedure used in this report to estimate highest and best use of the subject site was to consider, in sequence, the site's utility, its legal use, its possible and most feasible use, and, finally, the optimum or highest and best use.

Highest and Best Use Analysis	(Address physically possible, legal permissibility, economic feasibility, maximal productivity, in Before & After for all larger parcels or whole tract as applicable)
Highest and best use is defined in the third edition of <i>The Dictionary of Real Estate Appraisal</i> (Appraisal Institute, Chicago, 1993), as follows:	
The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.	
Highest and best use analysis is a three-step process. The first step involves the highest and best use of a site as though vacant. The determination must be made to leave the site vacant or to improve it. If the conclusion is to improve the site, the second step is to determine the ideal improvement. The final step is a comparison between the ideal improvement and the existing improvement. At this point, the determination must be made to maintain the property in its present form or to modify the improvements to more closely conform with the ideal.	
Highest and Best Use as Though Vacant	
The subject is zoned RA-3, which is designed for residential development. This zoning district also permits a limited range of retail and commercial uses as well. The subject zoning was changed following the Midtown District designation. The site contains approximately 8,194 square feet and is improved with a residence. It is well drained, with all municipal utilities available. Consequently, there are no physical limitations to prevent development of the subject site with any of the uses permitted by the RA-3 zoning.	

¹ The phrase “*highest and best use areas*” or “*uses*” is from wording utilized by the Mississippi Supreme Court in its published eminent domain decisions. Reference of these phrases by the Court has been historically utilized in a manner equivalent to the phrase “*Larger Parcel*”. For additional information, please refer to the “*Terms and Definitions*” section of this appraisal report.

The site is physically possible to be used for a small uses due to its size. The property is part of the Monte Vista Terrace Subdivision. The property is located in the District at Midtown development. There is a very larger multi-story Class A office building being constructed adjacent to the west of the property. The developer has purchased many of the adjacent lots in the immediate area for greenspace and additional parking areas for the large development under construction. The lots purchased were improved with residences at the time of purchase and were later demolished. These lots sold in the range of \$15.00 to \$19.00 per square foot. The highest and best use of the site would be for assemblage onto an adjacent parcel for a commercial use and would outpace the value as improved as a residence.

Ownership History and Tax Information

Ownership History

In developing a real property appraisal an appraiser must:

1. Analyze any current agreement of sale, option, or listing of the subject property, if such information is available to the appraiser in the normal course of business.
2. Analyze any prior sales of the subject property that occurred within the following minimum time period of five years.
3. Discuss below (as applicable) the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the data.
4. When there is a sale of the subject property to the current owner for an undisclosed price, the appraiser must state that he or she attempted to obtain the purchase price and other terms of the transaction without success. (If transaction price could not be verified please explain below.)

Ownership History					
Property Transactions during the last five years to Date:					
Date	Grantor	Grantee	Consideration	Book/Page	Ver.
02/28/08	N/A	P & A Properties, LLC	WD	727/591	
Explanation: To the best of my knowledge, there has been no conveyance in ownership in the last five years. <i>The taxes for 2022 equals \$2,335.84 and have not been paid. It should be noted the taxes for 2020 and 2021 have not been redeemed by the owner. A title search is recommended prior to conveyance of the property.</i>					

Tax Information			
Tax Parcel I.D. Number	2-028N-07-057.00	True Value – Land	\$13,830
Millage Rate		True Value – Improvements	\$70,470
Property Assessment Rate			
Comments			

Approaches to Value

All standard techniques used by appraiser in estimating of market value can be grouped into the following three main approaches to value: 1) Sales Comparison Approach, 2) Cost Approach, and 3) Income Approach. One or more of these approaches are used in all appraisal assignments. Use of these approaches will depend on the type of property being appraised and quantity and quality of data available for analysis.

Sale Comparison Approach: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when comparable sales data are available.

Cost Approach: A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of, or replacement for, the existing structure; deducting depreciation from the reproduction or replacement cost; and adding the estimated land value, plus an entrepreneurial profit. Adjustments may then be made to the indicate fee simple value of the subject property to reflect the value of the property interest being appraised.

Income Approach: A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.

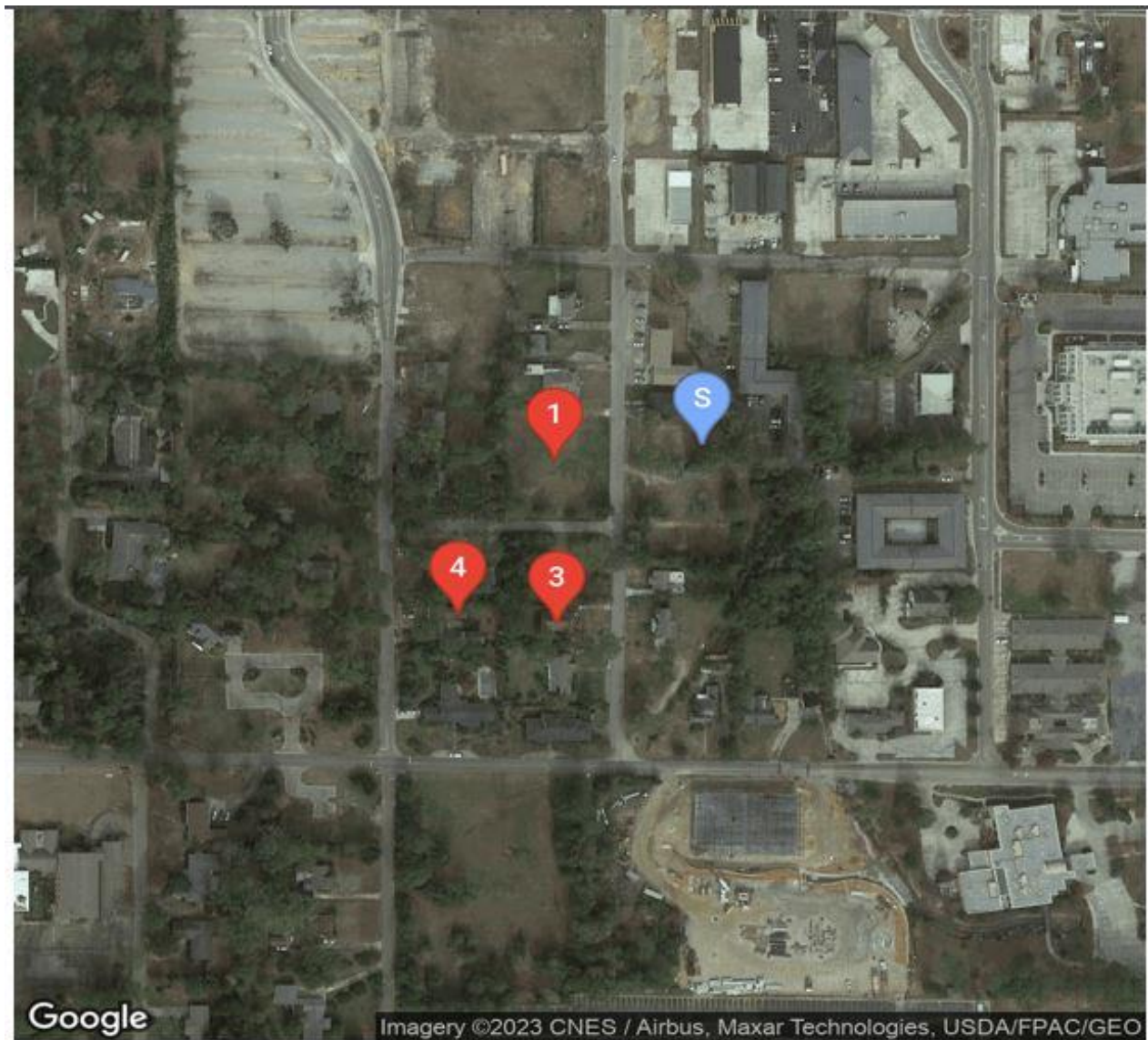
The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute

Approach to Value Utilized in this Appraisal Assignment Are:

☐ Cost Approach ☐ Income Approach ☒ Sales Comparison Approach

Reason(s) for excluding any of the usual approaches to value	
The sales comparison approach was the only applicable approach to arrive at just compensation for the loss of land. The cost and income approach to value would not apply.	
The value stated in this report is the value of the land only.	

Land Sales Map



COMPARABLE KEY			
COMPARABLE	LABEL	DISTANCE FROM SUBJECT	ADDRESS
SUBJECT	S	-	206 S. 30th Avenue, Hattiesburg, MS
COMPARABLE 1	1	0.0 Miles	209 S. 30th Avenue, Hattiesburg, MS
COMPARABLE 2	2	0.0 Miles	206 S. 30th Avenue, Hattiesburg, MS
COMPARABLE 3	3	0.1 Miles	305 S. 30th Avenue, Hattiesburg, MS
COMPARABLE 4	4	0.1 Miles	210 S. 31st Avenue, Hattiesburg, MS

Sales Comparison Approach – (Land) – Before Value

Land Sales Summary and Adjustment Grid					
Subject		Comparable 1	Comparable 2	Comparable 3	Comparable 4
Location:	206 South 30th Avenue	209-304 South 30th	206 S. 30th Avenue	305 S. 30th Avenue	210 South 31st
City:	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg
County:	Forrest	Forrest	Forrest	Forrest	Forrest
Seller:		Hub Development	Gibbens Investments	McMahan Holdings	Cotton Ross, LLC
Buyer:		Midtown Montevista	Midtown Montevista	Midtown Montevista	Midtown Montevista
Deed Book / Page		1336/321	1336/247	1379/278	1380/595
Date of Sale:		April-20	April-20	October-21	November-21
Sale Price:		\$1,066,348	\$230,006	\$190,000	\$190,000
Site Size (Sq. Ft.):	8,194	62,726.00	14,810.00	11,621.00	11,621.00
Unadjusted Price/Sq. Ft.:		\$17.00	\$15.53	\$16.35	\$16.35
Adjustments					
Rights Transferred:	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financial Considerations	Market	Market	Market	Market	Market
Conditions of Sale:	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length
		0%	0%	0%	0%
Market Conditions - Time:		Stable	Stable	Stable	Stable
		0%	0%	0%	0%
Time Adjusted Cash Equiv. Price/SF:		\$17.00	\$15.53	\$16.35	\$16.35
Location:		Similar	Similar	Similar	Similar
		0%	0%	0%	0%
Site Size (Sq. Ft.):	8,194.00	62,726.00	14,810.00	11,621.00	11,621.00
		0%	5%	5%	5%
Frontage/Access:	S. 30th Avenue	Similar	Similar	Similar	Similar
		0%	0%	0%	0%
Topography:	Partially Wooded; Level	Similar	Similar	Similar	Similar
		0%	0%	0%	0%
Zoning	RA-3	RA-3	MX-3	MX-3	MX-3
		0%	0%	0%	0%
Net Adjustments:		0%	5%	5%	5%
Adjusted Price/SF:		\$17.00	\$16.31	\$17.17	\$17.17

Parcel No. Parcel 25

Project No. Midtown Streetscape Project

Sales Comparison Approach – (Land) – After Value

Land Sales Summary and Adjustment Grid					
Subject		Comparable 1	Comparable 2	Comparable 3	Comparable 4
Location:	206 South 30th Avenue	209-304 South 30th	206 S. 30th Avenue	305 S. 30th Avenue	210 South 31st
City:	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg
County:	Forrest	Forrest	Forrest	Forrest	Forrest
Seller:		Hub Development	Gibbens Investments	McMahan Holdings	Cotton Ross, LLC
Buyer:		Midtown Montevista	Midtown Montevista	Midtown Montevista	Midtown Montevista
Deed Book / Page		1336/321	1336/247	1379/278	1380/595
Date of Sale:		April-20	April-20	October-21	November-21
Sale Price:		\$1,066,348	\$230,006	\$190,000	\$190,000
Site Size (Sq. Ft.):	7,673	62,726.00	14,810.00	11,621.00	11,621.00
Unadjusted Price/Sq. Ft.:		\$17.00	\$15.53	\$16.35	\$16.35
Adjustments					
Rights Transferred:	Fee Simple	Fee Simple	Fee Simple	Simple	Fee Simple
Financial Considerations	Market	Market	M	Market	Market
Conditions of Sale:	Arm's Length	Arm's Length		Arm's Length	Arm's Length
		0%	0%	0%	0%
Market Conditions - Time:		Stable	Stable	Stable	Stable
		0%	0%	0%	0%
Time Adjusted Cash Equiv. Price/SF:			\$15.53	\$16.35	\$16.35
Location:			Similar	Similar	Similar
		0%	0%	0%	0%
Site Size (Sq. Ft.):	7,673.00	62,726.00	14,810.00	11,621.00	11,621.00
		0%	5%	5%	5%
Frontage/Access:	S. 30th Avenue	Similar	Similar	Similar	Similar
		0%	0%	0%	0%
Topography:	Partially Wooded; Level	Similar	Similar	Similar	Similar
		0%	0%	0%	0%
Zoning	RA-3	RA-3	MX-3	MX-3	MX-3
		0%	0%	0%	0%
Net Adjustments:		0%	5%	5%	5%
Adjusted Price/SF:		\$17.00	\$16.31	\$17.17	\$17.17

SAME AS PREVIOUS

Explanation of Adjustment-(Land)

(Before and After)

ANALYSIS OF LAND SALES

The array of data suggests possible adjustments for various characteristics of each transaction in comparison with the subject site. This comparison of land sales to the subject property is the basis for determining a value indication of the subject site as though vacant. The analysis of these adjustments is found in the following paragraphs.

PROPERTY RIGHTS CONVEYED

All of the above land sales conveyed fee simple ownership, therefore, no adjustment is necessary.

FINANCING TERMS

None of the sales involved below market interest rates or seller financing. Therefore, no adjustments were made.

LOCATION AND ACCESS

The property is located at 206 South 30th Avenue. All of the sales are located in the same neighborhood and considered similar in location.

SIZE

The subject is 8,194 square feet, more or less. Typically, the larger the land size, the lower price per unit. A downward adjustment for size is indicated by the sales. Sale 1 is comprised of multiple contiguous lots located adjacent to the south of the property. These were small lots owned by the same owner and the agreed upon price was \$17.00/sf per lot. For this reason, a size adjustment was not applied to Sale 1.

MARKET CONDITIONS

All of the sales were considered recent and occurred during similar market conditions.

CORRELATION

After adjusting the sales for its differences in size, location, etc, a range of values from \$13.66- \$16.35 per square foot is indicated. Sale 1 is multiple adjacent lots located to the south of the subject and considered most similar. Since then, the neighborhood has seen an influx of commercial and retail demand in The District at Midtown. This is mixed-use development with retail, restaurants, hospitality, and townhomes. Also, Jones Companies is in the process of constructing a very large Class A office building located adjacent to the west of the property.

Considering all factors, I have concluded a land value of \$17.00/sf for the (8,194 sq. ft.) subject site.

Before Land Value - Summary

Size/Sq. Ft.	Unit of Measure	Rate	Value
8,194	Price/Sq. Ft.	\$17.00	\$139,298
Add (Site Improvements) – See Attached			\$0
Total Before Land Value			\$139,298
Rounded			\$139,300

AFTER VALUE

The subject site has the same overall use and commercial potential in the after condition. The same \$17.00/sf was applied to the site in the after condition.

There is a temporary construction easement on the subject site. The total area for construction easement equals 521 sf, or 0.012 acres.

In order to value the use of the 2 year construction easement, I have analyzed several land ground leases in the area. A summary of these ground lease rates are discussed below.

Forrest County schools has a large amount of 16th Section schoolboard land that is leased for commercial purposes. The majority of this land is located along Broadway Drive in Hattiesburg. Representatives stated that the schoolboard attempts to get 10% of the Fee Simple value for Schoolboard property.

Lamar County schools also leases several 16th Section schoolboard sites in Lamar County, located one county to the west. Mr. Rick Norton (schoolboard attorney) was interviewed in regards to the leasing activity in Lamar County. The schoolboard discusses the lease policy each year, and assigns the expected return based on Fee Simple land value. The current return for "commercial" property is based on 6% of Fee Simple value.

I was able to find two other ground leases in the area, with rates indicated at 10-12%.

Based on my interviews and analysis, ground leases in the area appear to be leased at 5-12%. The most relevant ground lease information was based on the Forrest County schoolboard leases, leased at 10% of fee simple value. A ground lease rate of 10% was applied to the 2 year lease agreement.

Upfront / Lump Sum discount (1 pmt, 2n, 10i, PV= 1.74, $1.735 / 2.0 = 0.8675$)

The calculated temporary easement is as follows:

521 Sq. Ft. x \$17.00/sf x 10% x 2 years x 0.8675 = \$1,537, rounded to \$1,540

CONCLUSION OF AFTER VALUE

Size/Sq. Ft	Unit of Measure	Rate	Value
7,637	Price/Sq. Ft.	\$17.00	\$130,441
Less: Cost-to-Cure			\$0
Less: Easements – 521 Sq. Ft. Temporary Easement			(\$1,540)
Less: Q-Interests			\$0
Total After Land Value			\$128,901
Rounded			\$128,900
Difference in Before and After			\$10,400

Final Reconciliation of Value

	Before	After	Difference
Sales Comparison Approach	\$139,300	\$128,900	\$10,400
Cost Approach			
Income Approach			

Reconciliation	<i>Explain the appropriateness of the approaches, the accuracy of the data and calculations, and the quantity and quality of the data presented relative to the scope of the assignment and the specific appraisal problem.</i>
Several land sales were confirmed and researched in the subject neighborhood. These sales provided a good market value indication. After researching the local sales, a unit value of \$17.00/sf was concluded. The sales approach was considered the best method at valuing the subject site. The before value concluded equals \$139,300. A temporary easement area will be retained for the duration of the construction period estimated to be 2 years. The same unit value was applied in the after condition resulting a concluded after value of \$128,900. The difference in the before and after values was considered the just compensation of \$10,400.	

The difference between the Fair Market Value of the whole tract and the remainder is **\$10,400** as of June 8th, 2023, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Addenda

Terms and Definitions

Agency- the Federal Agency, State, State Agency, or person that acquires real property or displaces a person.

Appraisal- a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

Uneconomic Remnant- a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner.

Total Ownership- the total amount of contiguous property, under the ownership of a single legal entity, as indicated by the map provided to the appraiser by the client for an appraisal assignment.

Whole Tract- that amount of property, within the "Total Ownership", as determined by the appraiser, to be affected by the acquisition. The *whole tract* is defined by the appraiser, and may be determined to be the same as the total ownership, or some defined area that is less than the "Total Ownership".

Larger Parcel-²that tract, or tracts, of land which possess a unity of ownership and have the same, or an integrated, highest and best use. Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. Mississippi Case Law recognizes this concept but refers to it by use of the phrases "Highest and Best Use areas" or "Highest and Best Uses"³ Designation of the Larger Parcel, for appraisals performed in connection with the disposal of excess property, may require the adoption of a hypothetical condition regarding "unity of ownership".

Excess Property "(2)...whenever real property, with the exception of easements for highway purposes, has been acquired by the City of Hattiesburg, in any manner, for public use and in the opinion of the commission all or any part thereof becomes unnecessary for public use, the same shall be declared on the minutes of the commission as excess property and sold at private sale at market value."⁴

Disposal as used in the appraisal of excess property, "means the sale of real property rights therein, including access or air rights, when no longer needed for highway right-of-way or other uses eligible for funding under title 23 of the [U.S.] Code"⁵

Fair Market Value- Fair Market Value is value in exchange. It is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".⁶

Effective Date – The date at which the analyses, opinions, and advice in an appraisal, review, or consulting service apply. (USPAP, 2002 ed.) Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 4th Edition.

² The Uniform Appraisal Standards for Federal Land Acquisitions, Interagency Land Acquisition Conference, Published by the Appraisal Institute with the cooperation of the U.S. Department of Justice, Washington, D.C. 2000,

³ Oughton v. Gaddis, 683 So.2d 390 (Miss. 1996)

⁴ Mississippi Code of 1972, Annotated, § 65-1-123

⁵ United States Code, 23 CFR 710.105

⁶ *Potters II v. State Highway Comm'n of Mississippi*, 608 So. 2d 1227, 1231 (Miss. 1992).

Date of the Report – The date of the transmittal letter of a written report or the date a written report lacking a transmittal letter is completed by the appraiser. The date of an oral report is the date it is communicated to or for the client. The date of the report may or may not be the same as the effective date of the appraisal. (USPAP, 2002 ed.) Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 4th Edition.

Highest and Best Use- The best or most valuable use to which the property, [...], is adapted. Mere speculative uses cannot be considered. There must be some probability that the land would be used within a reasonable time for the particular use to which it is adapted. There must be a present demand for the land for such purpose or a reasonable expectation of such demand in the near future.⁷

Before and After Rule [Mississippi]- When part of a larger tract of land is taken for public use, the owner should be awarded the difference between the fair market value of the whole tract immediately before the taking, and the fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.⁸ Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.⁹

Before Value- The fair market value of the whole tract immediately before the taking.¹⁰

After Value- The fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.

Due Compensation¹¹- Just Compensation¹² the value of the land taken and the damages, if any, which result... as a consequence of the taking, without considering either general benefits or injuries resulting from the use to which the land taken is to be put, shared by the general public.¹³

Damages to Remainder- *[In the context of valuation under the Before and After Rule, it is]* the depreciation in the fair market value of the remaining area, ...that is special, and not such as is common to all the property in the neighborhood.¹⁴ In determining damages, if any, to the remainder if less than the whole of a defendant's interest in property is taken, nothing shall be deducted there from on account of the supposed benefits incident to the public use for which the petitioner seeks to acquire the property.¹⁵

Cost-to-Cure Damages [the cost or costs associated with] the necessity of rebuilding fences and wells, the necessity of relocating roads, and other similar items. [Such] items are all part of the depreciated value of the property, since the landowner is required to do this construction in order to use the property in the manner in which it has been used or for which it is best adapted.¹⁶

Extraordinary Assumption – (USPAP definition) an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions.

⁷ MSHC v. Brooks, 123 So.2d 423, 427 (1960); MSHC v. Wagley, 231 So.2d 507 (1970);

⁸ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

⁹ Mississippi Code of 1972, Annotated, Section 43-37-3

¹⁰ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

¹¹ Constitution of Mississippi, Article 3, § 17

¹² Mississippi Code of 1972, Annotated, Section 43-37-3

¹³ MSHC v. Hillman, 198 So. 565;

¹⁴ MSHC v. Colonial Inn, Inc. 149 So.2d 851;

¹⁵ Mississippi Code of 1972, Annotated, Section 11-27-21;

¹⁶ Emerson v. MSHC, 208 So.2d 441

Hypothetical Condition – (USPAP definition) that which is contrary to what exists but is supposed for the purpose of analysis.

Intended User – the client and any other party as identified, by name or type, as users of the appraisal, appraisal review, or appraisal consulting report by the appraiser on the basis of communication with the client at the time of the assignment.

Jurisdictional Exception – an assignment condition that voids the force of a part or parts of USPAP, when compliance with part or parts of USPAP is contrary to law or public policy applicable to the assignment.

Supplemental Standards – requirements issued by government agencies, government sponsored enterprises, or other entities that establish public policy which add to the purpose, intent and content of the requirements of USPAP, that have a material effect on the development and reporting of assignment results.

Plottage The increment of value created when two or more sites are combined to produce greater utility. See also assemblage.

Assemblage The combining of two or more parcels, usually but not necessarily contiguous, into one ownership or use; the process that creates plottage value. (USPAP, 2002 ed.) See also plottage.

Assemblage Cost The excess cost incurred to acquire individual adjacent parcels of real estate in a single ownership beyond the estimated cost of acquiring similar sites that do not form a specifically desired assemblage.

Scope of Work “The Scope of Work is a written set of expectations that form an agreement or understanding between the appraiser and the agency as to the specific requirements of the appraisal, resulting in a report to be delivered to the agency by the appraiser. It includes identification of the intended use and intended user; definition of fair market value; statement of assumptions and limiting conditions; and certifications, the type and extent of research and analyses in an assignment. Either the appraiser or the agency may recommend modifications to the initial Scope of Work, but both parties must approve changes.”¹⁷

¹⁷ Federal Highway Administration, Guide For Preparing An Appraisal Scope of Work, October, 2005

MIDTOWN DISTRICT:

The goal of Midtown In Motion - Midtown Hattiesburg Master Plan is to create a walkable, workable, livable mixed use community that connects people to living, shopping, dining, entertainment, educational, medical, cultural, and recreational venues.

The underlying elements of the Midtown Plan are:

- Diversified
- Sustainable
- Livable
- Multi-Modal
- Connected
- Predictable
- Neighborhood Friendly
- Environmentally Sensitive

The Master Plan uses to its advantage Midtown's strategic location among the region's major economic drivers – Forrest General Hospital, Hattiesburg Clinic, and The University of Southern Mississippi to become a highly successful and sustainable mixed use community. The tremendous number of employees and visitors garnered by these three institutions creates significant demand for an array of residential, retail, office, entertainment, and cultural venues.

Forrest General Hospital • 3,200 Employees/Staff • 30,600 Annual Admissions • 18,000 Visitors Per Month

Hattiesburg Clinic • 1,800 Employees/Staff • 50,000 Visitors Per Month

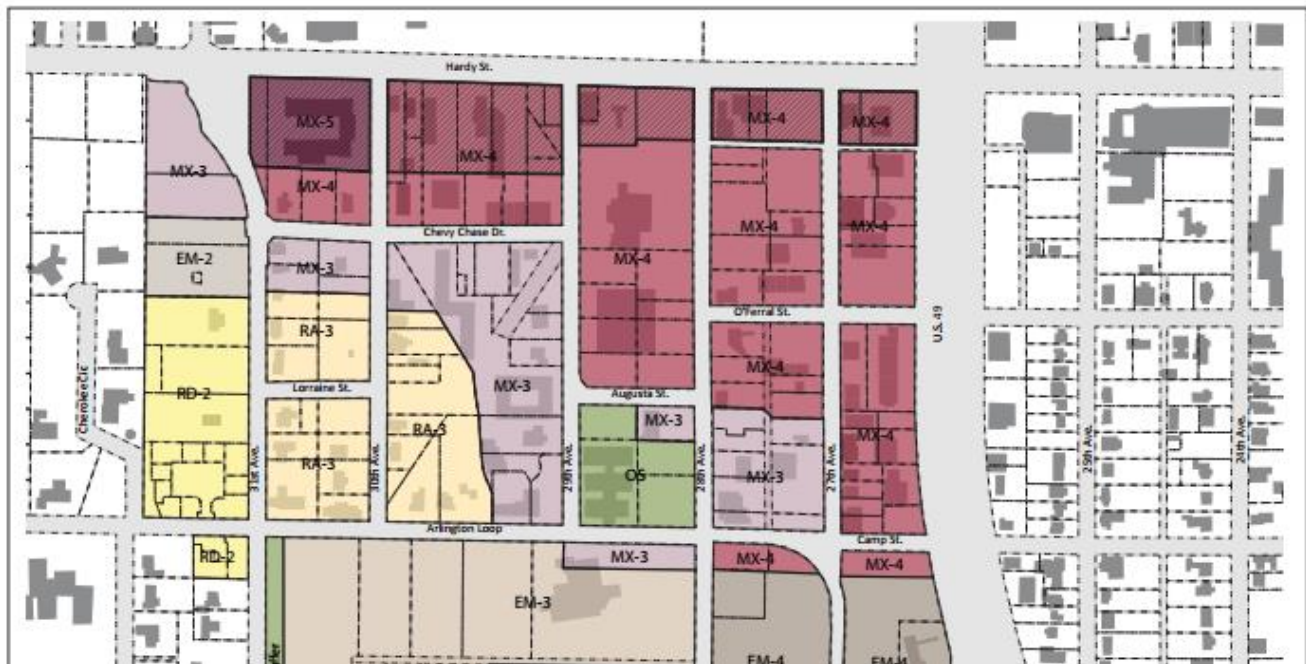
The University of Southern Mississippi • 2,300 Employees/Faculty • 14,850 Students • 36,600 Visitors Per Month.

http://www.code-studio.com/hattiesburg/Midtown-MasterPlan-Draft_May-31-2013.pdf



Sec. 2.2. Midtown Form-Based Code Zoning Map

The following map is established and made a part of the City of Hattiesburg Official Zoning Map.



NORTHEAST AREA



In general, this is the most intense portion of Midtown, allows the highest and most intensive buildings and uses. Also serves as the central focal point for the area.



Key Recommendations

- A** Entrance to USM enhanced and realigned, median formalized with monument and replanted. Speed table with USM Golden Eagle added to slow traffic.
- B** Three-story buildings with ground floor retail and apartments above fronting Hardy St. and 29th Ave create gateway into heart of Midtown.
- C** One-story university-oriented retail buildings (books, clothing, music, coffee shop) front Hardy St.
- D** 27th Ave closed to vehicular traffic and transformed into permanent outdoor space for dining and entertainment, public gathering or open air market.
- E** Three-story buildings with ground floor retail/office and apartments above front 29th Ave. Three-story university-oriented apartments front 28th Ave. Two-story parking deck serves surrounding development.
- F** Three- to four-story university-focused apartments front 28th Ave, O'Ferral St. and US 49 with 27th Ave serving as access to parking (higher densities could be achieved if structured parking provided). Ground floor corner units front US 49 could be reserved for retail-oriented uses.
- G** One-way travel way with reverse-angle parking and extensive landscaped buffering of US 49. Access moved from Hardy St. to US 49.
- H** Chevy Chase extended between 29th and 28th Avenues to enhance connectivity.
- I** Forrest General Support Services building serves as Midtown focal point.
- J** O'Ferral reconfigured with a median, stormwater captured within the median enhances water quality and stormwater runoff. Serves as a gateway into Midtown.
- K** Civic square with amphitheater serves as Midtown focal point, single-story active retail uses (coffee shops, cafes, restaurants) surround and frame the square.
- L** Three- to four-story university-focused apartments front O'Ferral and wrap corner of 28th Ave. Two-story parking deck serves surrounding development.
- M** 40,000 square foot grocery store with single-story retail line Arlington Loop.
- N** Two- to three-story office/condo building with Community Bank to the south retained.



**Promote Additional Housing Opportunities
Student Housing at Hardy & 49**

The University of Southern Mississippi's 14,850 students, of which only 3600 are accommodated in on-campus housing, with the remainder living off-campus either at home with their parents or in rental apartments miles away from campus, represent a major housing demand audience. Many students are seeking off-campus housing close to the campus - of which there is a limited supply, particularly within new apartment complexes.

There is an opportunity, working with The University of Southern Mississippi, to tap into this large base of off-campus students. Creating a residential/retail/dining/entertainment development just steps from campus would not only be attractive to many of those commuting to campus today, but to future students who are looking for a university setting in proximity to an active "downtown."



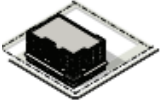
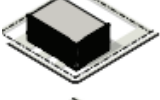
MIDTOWN
in motion.org

CHAPTER 3. PLANNING THEMES 51

Conceptual design of the subject site from Midtown in Motion.org

Sec. 3.2. Building Types Allowed by District

Building types are allowed by district as set forth below.

BUILDING TYPE	Mixed Use (MX-3, -4, -5)	Hardy Street Overlay (-HS)	Employment (EM-2, -3)	Employment (EM-4, -6, -9)	Residential Attached (RA-3)	Residential Detached (RD-2)
 Mixed Use Building	P	P				
 Shopfront Building	P	P				
 General Building	P	P	P	P		
 Civic Building	P	P	P	P	P	P
 Apartment Building	P		P			
 Apartment Court	P		P			
 Garden Apartment	P		P		P	
 Stacked Flat	P		P		P*	
 Townhouse	P		P		P	
 Cottage Court					P	P
 Detached House					P	P

Key: P = Permitted Blank Cell = Not Permitted

* In RA-3, a stacked flat is only allowed on a lot located at the intersection of two public streets.

Sec. 4.4. Permitted Use Table

Uses are allowed by district as set forth below.

	MX -3, -4, -5	EM -2, -3	EM -4, -6, -9	RA -3	RD -2	OS	Definition/ Use Standard
Residential Uses							
Dwelling, detached	X	X	X	P	P	X	Sec. 4.5.A.1
Dwelling, attached	P	P	X	P	X	X	Sec. 4.5.A.2
Dwelling, multi-family	P	P	X	P	X	X	Sec. 4.5.A.3
Assisted living facility, nursing home	P	P	P	X	X	X	Sec. 4.5.A.4
Bed and breakfast residence (up to 5 rooms)	P	P	X	P	PC	X	Sec. 4.5.A.5
Bed and breakfast inn (6 to 12 rooms)	P	P	P	PC	X	X	Sec. 4.5.A.6
Day care center	P	P	P	PC	X	X	Sec. 4.5.A.7
Independent living facility	P	P	P	X	X	X	Sec. 4.5.A.8
Retail Uses							
Amusement and recreation facilities, indoor	P	P	P	X	X	X	Sec. 4.5.B.1
Art gallery	P	P	P	L	X	X	Sec. 4.5.B.2
Bank	P	P	P	X	X	X	Sec. 4.5.B.3
Bar, lounge	P	X	X	X	X	X	Sec. 4.5.B.4
Personal service	P	X	X	L	X	X	Sec. 4.5.B.5
Professional studio, photography, drama, dance, gymnastics	P	X	X	X	X	X	Sec. 4.5.B.6
Repair service	P	X	X	L	X	X	Sec. 4.5.B.7
Restaurant	P	X	X	L	X	X	Sec. 4.5.B.8
Retail sales	P	X	X	L	X	X	Sec. 4.5.B.9
Commercial Uses							
Ambulance service	P	P	P	X	X	X	Sec. 4.5.C.1
Hotel, motel (13 or more rooms)	P	X	X	X	X	X	Sec. 4.5.C.2
Hospice	P	P	P	X	X	X	Sec. 4.5.C.3
Hospital	X	P	P	X	X	X	Sec. 4.5.C.4
Medical clinic, office	P	P	P	X	X	X	Sec. 4.5.C.5
Office	P	P	P	L	X	X	Sec. 4.5.C.6
Parking lot or garage	PC	PC	PC	X	X	X	Sec. 4.5.C.7
Veterinary clinic	L	L	L	X	X	X	Sec. 4.5.C.8

Key: P = Permitted by-right

PC = Planning Commission review required

L = Use permitted subject to use standards specified in cross-reference

X = Not permitted

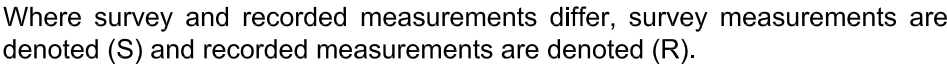
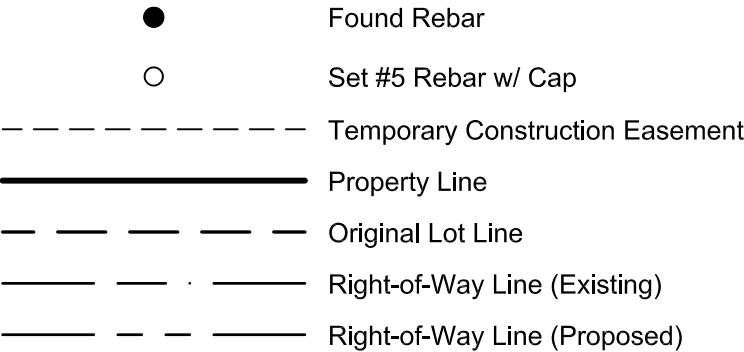
Note: None of the above permitted uses include an "adult entertainment establishment" as defined in the Land Development Code.

	MX -3, -4, -5	EM -2, -3	EM -4, -6, -9	RA -3	RD -2	OS	Definition/ Use Standard
Civic Uses							
Amphitheater	X	X	X	X	X	P	Sec. 4.5.D.1
College, university	P	P	P	X	X	X	Sec. 4.5.D.2
Museum, library	P	P	P	X	X	X	Sec. 4.5.D.3
Park, playground	P	P	P	P	P	P	Sec. 4.5.D.4
Place of worship	P	P	P	PC	PC	X	Sec. 4.5.D.5
School, K-12	P	P	P	PC	PC	X	Sec. 4.5.D.6
Semi-public use	P	P	P	X	X	X	Sec. 4.5.D.7
Accessory Uses							
Drive-thru	PC	PC	PC	X	X	X	Sec. 4.5.E.1
Carriage house	X	X	X	P	P	X	Sec. 4.5.E.2
Home care center	P	P	P	P	P	X	Sec. 4.5.E.3
Home occupation	L	L	L	L	L	X	Sec. 4.5.E.4
Utility service	P	P	P	P	P	X	Sec. 4.5.E.5

Key: P = Permitted by-right
PC = Planning Commission review required
L = Use permitted subject to use standards specified in cross-reference
X = Not permitted

Note: None of the above permitted uses include an "adult entertainment establishment" as defined in the Land Development Code.

Legal Description(s)
(attached)



Monte Vista Terrace Subdivision Plat

CERTIFICATION

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

LINE	BEARING	DISTANCE
L1	S 89°35'27" E	10.00'
L2	S 00°02'23" E	52.09'
L3	N 89°35'27" W	10.00'
L4	N 00°02'23" W	52.09'
L5	S 89°35'27" E	10.00'
L6	S 00°02'24" E	52.09'
L7	N 89°35'27" W	10.00'

Thence North 00 Degrees 02 Minutes 23 Seconds West 52.09 feet to the POINT OF BEGINNING.

 MAPTECH, INC. Surveying Mapping Remote Sensing			
3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706 PHONE (601) 664-1666 MAPTECH-SURVEY.COM			
<i>Proposed Right-of-Way Take</i> <i>for</i> <i>P and A Properties LLC</i> <i>Part of Lots 9 & 10, Block 3 Monte Vista Terrace</i> <i>City of Hattiesburg, Forrest County, Mississippi</i> <i>ppin 20806</i>			
DRAWING No.:NS16886_mid xx.dwg		JOB No.:NS.16886.000	
DRAWN BY: J. Byrd		CHECKED BY: J. Black	
SCALE: 1"=50'	DATE: 12/8/2022		SHEET 1 of 1



1/11/2023 9:41 AM c:\p000\hattiesburg\16886 midtown streetscape\16886_row.dwg

NOTICE TO DRAWING HOLDER
NEEL-SCHAFFER, INC., HERINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS			DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	
				N-S PROJECT NO.: NS.16886.02
				FILENAME: 16886_ROW.dwg
				SCALE:
				SURVEYED BY: MAPTECH
				DSGN: MWE DATE: 09/2022
				DRWN: PAN DATE: 09/2022
				CHKD: DATE:
				QA/QC: DATE:

MIDTOWN STREETScape PROJECT

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI



P AND A PROPERTIES LLC
PROPERTY

WORKING NUMBER:

DRAWING NUMBER:

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link

FORREST COUNTY, MS

Current Date 6/ 9/2023

Tax Year 2022

Records Last Updated 6/ 9/2023

OWNER	P AND A PROPERTIES LLC 497 RIVER ROAD HATTIESBURG MS 39401	ACRES : **NA** LAND VALUE : 13830 IMPROVEMENTS : 70470 TOTAL VALUE: 84300 ASSESSED : 12646
--------------	--	---

PARCEL 2-028N-07-057.00
ADDRESS 204 S 30TH AVENUE

TAX INFORMATION

YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	828.31	0.00	849.02
CITY	671.88	0.00	688.68
SCHOOL	835.65	0.00	856.54
TOTAL	2335.84	0.00	2394.24 2.50% Penalty

LAST PAYMENT DATE **NA****TAXES DELINQUENT PRIOR YEAR****MISCELLANEOUS INFORMATION**

EXEMPT CODE		LEGAL LOT 9 & SW 1/2 VAC PKWY DR
HOMESTEAD CODE	None	NELY OF SD LOT & N 2 FT OF W
TAX DISTRICT	1110	85 FT LOT 10 BLK 3 B534 P75
PPIN	020806	6/84 B564-90 1/86
SECTION	07	PREV #:H0584-03-006
TOWNSHIP	04N	DB 735 PG 243 8/95
RANGE	13W	MONTE VISTA TERRACE

Book 1033 **Page** 260[PURCHASE COUNTY TAX SALE FILES](#)**TAX SALES HISTORY, FOR UNPAID TAXES**

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
2021	MS TL LLC RAI AS CUSTODIAN	NOT REDEEMED
2020	MARK S LANSDALE TRUSTEE	NOT REDEEMED
2019	MUNICIPAL POINT CAPITAL LP	5/31/2022 PENELOPE MITCHELL
2018	T T L B L LLC	6/28/2021 PENELOPE MITCHELL
2017	T T L B L LLC	5/29/2020 MITCHELL NYESHA
2016	S & S PROPERTIES LLC	8/ 9/2019 NYESHIA MITCHELL
2015	ACC TAX SALE PROPERTIES LLC	8/27/2018 PENELOPE MITCHELL
2014	T T L B L LLC	8/31/2017 MITCHELL PENELOPE

[View Appraisal Record](#)

Back

QUALIFICATIONS OF ZACHARY H. FAIRLEY

Professional Designations & Affiliations

- ◆ State Certified General Real Estate Appraiser in the State of Mississippi, #GA-1418

Related Job Experience

Zac Fairley Appraisals, LLC December 2019 – Present

Owner - Appraise all forms of real estate, including commercial, industrial, residential, multi-family, subdivision developments, right-of-way, partial interest, and timber land properties.

Collins and Null Appraisals, Inc. April 2007- October 2019

Real Estate Appraiser - Appraise all forms of real estate, including commercial, industrial, residential, rights-of-way, partial interest and timber land. Also includes preparation of documents for court proceedings, review of peer appraisals and expert witness testimony.

Academic Background

Petal High School- Petal, MS - (2003)

High School Diploma

Jones County Junior College - (2005)

Associate of Arts Degree in Business Administration

The University of Southern Mississippi - (2012)

Bachelor of Science in Business Administration (Real Estate, Finance)

Professional Education

Appraisal Principles Course (110) - Dallas, TX	Appraisal Institute	2012
Appraisal Procedures Course (120) - Dallas, TX	Appraisal Institute	2012
Standards of Professional Practice, USPAP - Dallas, TX	Appraisal Institute	2012
Business Practices & Ethics (MAB #49249) Online	Appraisal Institute	2013
General Site Valuation and Cost Approach - Houston, TX	Appraisal Institute	2013
Residential Market Analysis and Highest & Best Use (MAB #7325)	Appraisal Institute	2014
Residential Site Valuation and Cost Approach (MAB #49132)	Appraisal Institute	2014

Residential Sales Comparison and Income Approach	Appraisal Institute	2014
Residential Report Writing and Case Studies	Appraisal Institute	2014
Condemnation Appraising: Principles & Applications (MAB #49179)	Appraisal Institute	2015
USPAP Update (2016-2017)	Appraisal Institute	2016
105 The Uniform Act - Executive Summary	MDOT	2016
General Appraiser Sales Comparison Approach (MAB#49264)	Appraisal Institute	2017
Real Estate Finance, Statistics, and Valuation Modeling (MAB#49442)	Appraisal Institute	2018
USPAP Update (2018-2019)	Appraisal Institute	2018
General Appraiser Income Approach, Part 1 (MAB#49573)	Appraisal Institute	2018
General Appraiser Income Approach, Part 2 (MAB#49342)	Appraisal Institute	2019
General Appraiser Market Analysis & Highest and Best Use (MAB#49647)	Appraisal Institute	2020
Valuation Impacts from Covid-19	Appraisal Institute	2020
General Appraiser Report Writing & Case Studies (MAB#49729)	Appraisal Institute	2020
Advanced Income Capitalization (MAB#49604)	Appraisal Institute	2020
2020-2021 15-Hour Equivalent USPAP (MAB#50212)	Appraisal Institute	2021
2022-2023 7-Hour USPAP Update (MAB#50355)	McKissock	2022

State of Mississippi
MISSISSIPPI REAL ESTATE APPRAISER LICENSING
AND CERTIFICATION BOARD

LICENSE # GA-1418

STATUS: ACTIVE

ZACHARY HUNTER FAIRLEY

HAS BEEN GRANTED A LICENSE AS A
STATE CERTIFIED GENERAL APPRAISER

Effective Date:
05/25/2022



Expiration Date:
05/31/2024

SIGNATURE OF LICENSEE

Robert E. Praytor, Administrator



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Deputy Director
cc:
Date: Tuesday, June 20, 2023
Re: Adopt a Resolution declaring a portion of property identified as Forrest County Parcel PPIN 20851 necessary for public use, establishing just compensation and authorizing the Mayor to make a fair market value offer to Ladre, LLC and issue and manual check.
File Number: 2023-421
Minute Book #

Summary

Adopt resolution declaring a portion of property identified as Forrest County Parcel PPIN 20851 necessary for public use, approving the appraisal, establishing just compensation and authorizing the mayor to make a fair market value offer to Ladre, LLC and any and all interest holders in said property, and to acquire rights to the property from all interest holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 20, 2023 City Council meeting for consideration.

Establishment of Just Compensation Offer

The property that is the subject of this offer of just compensation is as follows:

Owner: LADRE, LLC
PPIN: 20851 (the area(s) to be acquired as shown on Exhibit A)
Project No: DECD-0018(36)BO
County: Forrest

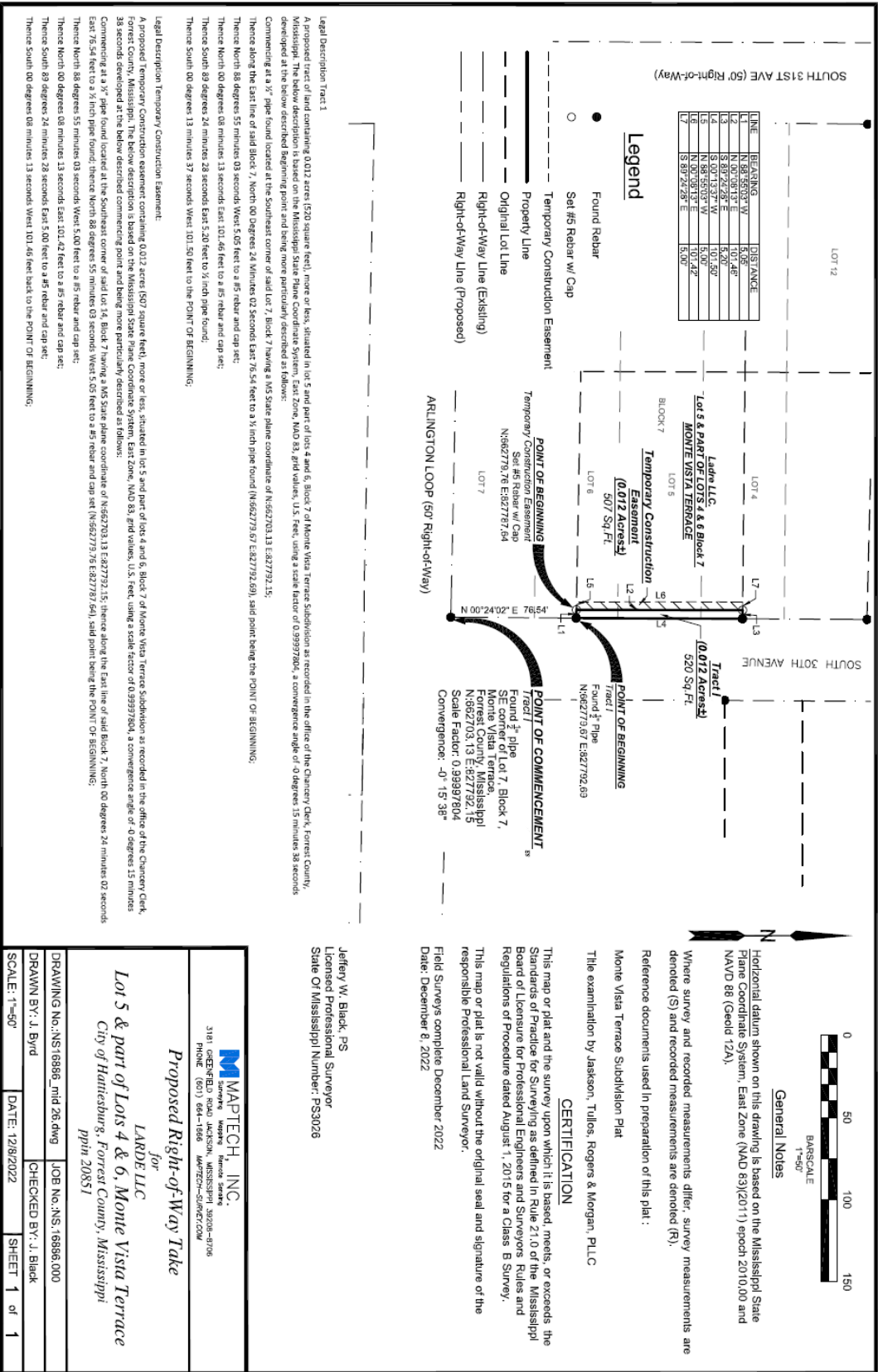
Under the authority conveyed to me by the Hattiesburg City Council, and based on the recommended appraisal for the above-named property, which is inclusive of all compensable interests, I, *Toby Barker*, Mayor of the city of Hattiesburg, do hereby establish the City of Hattiesburg's offer of what is believed to be just compensation for the acquisition of the real property rights specified in Exhibit A hereto, in the amount of \$10,410.

Signed_____ Date_____

NOTICE

The "just compensation" figure specified above is the total offer for the property, inclusive of all interests/owners.

Exhibit A





FAIR MARKET VALUE OFFER

Owner: LADRE, LLC
PPIN: 20851
Project No: DECD-0018(36)BO
City/County: Hattiesburg / Forrest

It is necessary that the City of Hattiesburg acquire from you, LADRE, LLC, certain property necessary for the construction of this project.

The identification of the real property and the particular interests being acquired are indicated on the attached instrument.

The value of the real property interests being acquired is based on the fair market value of the property and is not less than the approved appraised value/waiver valuation, disregarding any decrease or increase in the fair market value caused by the project.

This fair market value offer includes all damages and is based on our approved Appraisal Valuation in the amount of \$10,410.

Land Value:	\$9,735
Improvements:	\$675
Damages:	\$0
Total Fair Market Value Offer	\$10,410

This Appraisal Valuation was made based upon recent market data in this area.

This acquisition does not include oil, gas, or mineral rights, but includes all other interests.

Unless noted otherwise, this acquisition does not include any items which are considered personal property under Mississippi State Law. Examples of such items are household and office furniture and appliances, machinery, business and farm inventory, etc.

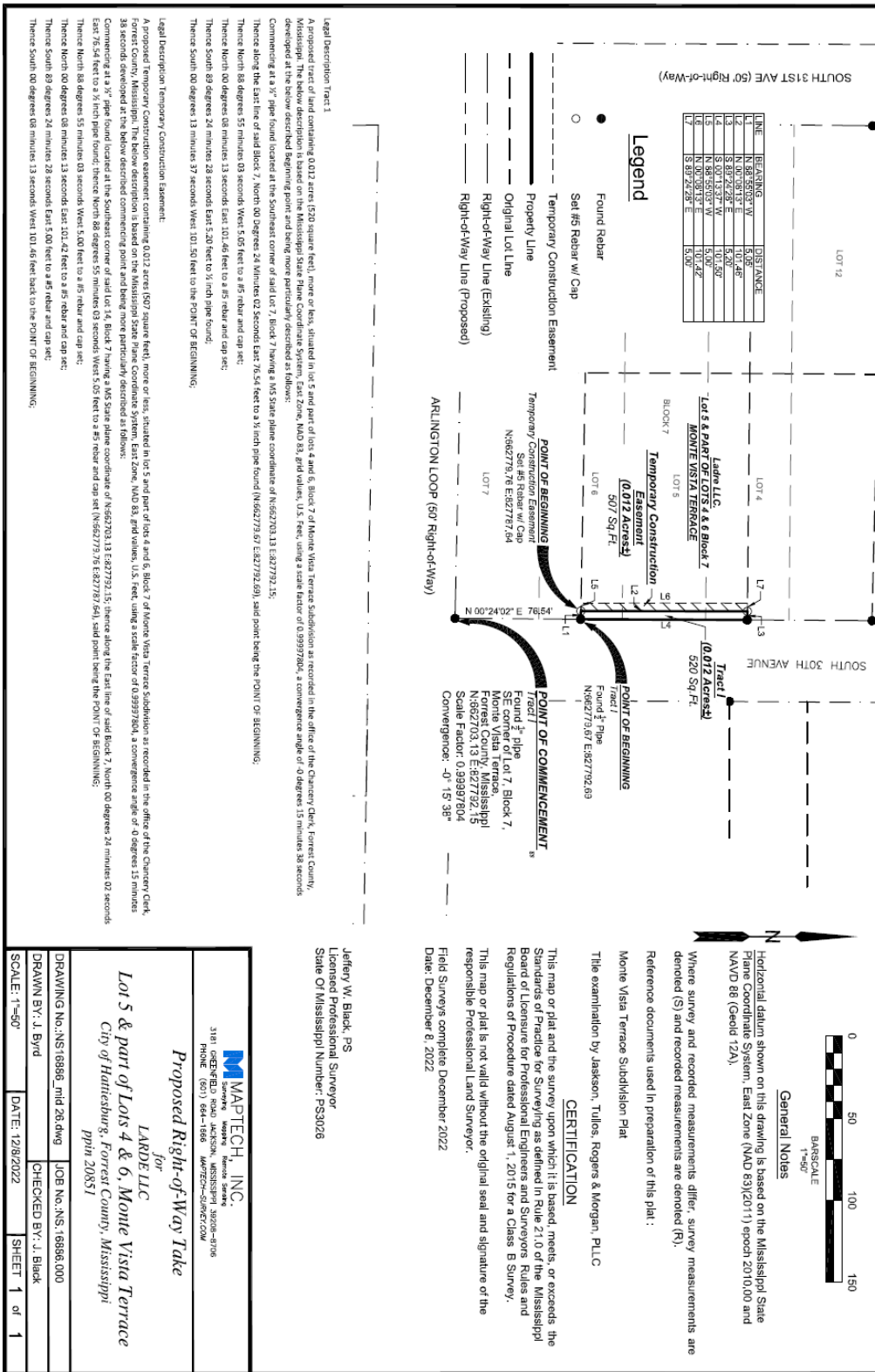
The real property improvements being acquired are further described in Exhibit A.

Under the authority conveyed to me by resolution of the Hattiesburg City Council, and based on the recommended appraisal for the above-described property, which is inclusive of all compensable interests, including leasehold interests, I, do hereby make the City of Hattiesburg's offer of what is believed to be just compensation for the acquisition of the real property rights specified, in the amount of \$10,410.

If this offer is accepted, you will execute a warranty deed, and any leasehold interests will also be required to execute a quit claim deed. If you have a mortgage in place, a partial release of the acquired property from the mortgage may have to be secured from your lender and/or your lender may be made a payee on the check for payment. You will also be required to provide a duly executed W-9 form for tax reporting, and you may be required to execute a closing statement and other ancillary documents when funds are exchanged.

Signed _____ Date _____

LEGAL DESCRIPTION



Items for City of Hattiesburg Agenda:

Adopt resolution declaring a portion of property identified as Forrest County Parcel PPIN 20851 necessary for public use, establishing just compensation and authorizing the mayor to make a fair market value offer to Ladre, LLC and any and all interest holders in said property, and to acquire rights to the property from all interests holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended

RESOLUTION

WHEREAS, upon careful consideration, the City of Hattiesburg, Mississippi, (hereinafter “City”), acting by and through the City Council, has determined it to be in the best interests of the citizens of the City to construct an improvements in Midtown Hattiesburg, including on and adjacent to Arlington Loop, 30th Avenue and 31st Ave, located within the City limits; and

WHEREAS, to accomplish this project, the City finds it necessary to acquire for public use all or part of certain property belonging to the following landowners or their successors in title and/or other parties interested in said property which is more particularly described as Forrest County PPIN 20851 and in the construction plans for the project, which plans are made a part hereof by reference; and

WHEREAS, an appraisal of the subject property was conducted by Zac Fairley Appraisals & Consulting, a licensed real estate appraiser, on May 24, 2023, showing the fair market value of the interests to be acquired to be \$10,410, said appraisal being attached hereto as Exhibit “A”; and

**Forrest County Parcels PPIN 20851
Ladre, LLC**

NOW, THEREFORE, LET IT BE KNOWN THAT the appraisal by Zac Fairley Appraisals & Consulting, a licensed real estate appraiser, on May 24, 2023, of said property is approved, and the appraised value of \$10,410 for the interests to be acquired is acknowledged to be just compensation for said parcel, and the Mayor or his representative is authorized to make a Fair Market Value offer to the owner(s) of said parcel, and, if accepted, the Mayor is authorized to execute any and all documents required to complete said transaction, including the issuance of a manual check in payment.

The above and foregoing Resolution, having been first reduced to writing, was introduced by Council member _____, seconded by Council member _____, and adopted by the following vote:

YEAS: NAYS: ABSENT:

The President thereby declared the motion carried and the Resolution adopted this the 7th Day of June, 2022.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the __ Day of June, 2023.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

SOUTH 31ST AVE (50' Right-of-Way)

LOT 12

LINE	BEARING	DISTANCE
L1	N 88°55'03" W	5.05'
L2	N 00°08'13" E	101.46'
L3	S 89°24'28" E	5.20'
L4	S 00°13'37" W	101.50'
L5	N 88°55'03" W	5.00'
L6	N 00°08'13" E	101.42'
L7	S 89°24'28" E	5.00'

Legend

- Found Rebar
- Set #5 Rebar w/ Cap
- Temporary Construction Easement
- Property Line
- - -

Original Lot Line
- — —

Right-of-Way Line (Existing)
- - - —

Right-of-Way Line (Proposed)

BLOCK 7

LOT 4

LOT 5

LOT 6

LOT 7

SOUTH 30TH AVENUE

Tract I

(0.012 Acres±)
520 Sq.Ft.

POINT OF BEGINNING

Tract I

Found ½" Pipe
N:662779.67 E:827792.69

POINT OF COMMENCEMENT

Tract I

Found ½" pipe
SE corner of Lot 7, Block 7,
Monte Vista Terrace,
Forrest County, Mississippi
N:662703.13 E:827792.15
Scale Factor: 0.99997804
Convergence: -0° 15' 38"

POINT OF BEGINNING

Temporary Construction Easement
Set #5 Rebar w/ Cap
N:662779.76 E:827787.64

ARLINGTON LOOP (50' Right-of-Way)



BARSCALE
1"=50'

General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Monte Vista Terrace Subdivision Plat

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022
Date: December 8, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

Legal Description Tract 1

A proposed tract of land containing 0.012 acres (520 square feet), more or less, situated in lot 5 and part of lots 4 and 6, Block 7 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997804, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Beginning point and being more particularly described as follows:

- Commencing at a ½" pipe found located at the Southeast corner of said Lot 7, Block 7 having a MS State plane coordinate of N:662703.13 E:827792.15;
- Thence along the East line of said Block 7, North 00 Degrees 24 Minutes 02 Seconds East 76.54 feet to a ½ inch pipe found (N:662779.67 E:827792.69), said point being the POINT OF BEGINNING;
- Thence North 88 degrees 55 minutes 03 seconds West 5.05 feet to a #5 rebar and cap set;
- Thence North 00 degrees 08 minutes 13 seconds East 101.46 feet to a #5 rebar and cap set;
- Thence South 89 degrees 24 minutes 28 seconds East 5.20 feet to ½ inch pipe found;
- Thence South 00 degrees 13 minutes 37 seconds West 101.50 feet to the POINT OF BEGINNING;

Legal Description Temporary Construction Easement:

- A proposed Temporary Construction easement containing 0.012 acres (507 square feet), more or less, situated in lot 5 and part of lots 4 and 6, Block 7 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997804, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described commencing point and being more particularly described as follows:
- Commencing at a ½" pipe found located at the Southeast corner of said Lot 14, Block 7 having a MS State plane coordinate of N:662703.13 E:827792.15; thence along the East line of said Block 7, North 00 degrees 24 minutes 02 seconds East 76.54 feet to a ½ inch pipe found; thence North 88 degrees 55 minutes 03 seconds West 5.05 feet to a #5 rebar and cap set (N:662779.76 E:827787.64), said point being the POINT OF BEGINNING;
- Thence North 88 degrees 55 minutes 03 seconds West 5.00 feet to a #5 rebar and cap set;
- Thence North 00 degrees 08 minutes 13 seconds East 101.42 feet to a #5 rebar and cap set;
- Thence South 89 degrees 24 minutes 28 seconds East 5.00 feet to a #5 rebar and cap set;
- Thence South 00 degrees 08 minutes 13 seconds West 101.46 feet back to the POINT OF BEGINNING;

MAPTECH, INC.

3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

Proposed Right-of-Way Take
for
LARDE LLC
Lot 5 & part of Lots 4 & 6, Monte Vista Terrace
City of Hattiesburg, Forrest County, Mississippi
ppin 20851

DRAWING No.:NS16886_mid 26.dwg JOB No.:NS.16886.000

DRAWN BY: J. Byrd CHECKED BY: J. Black

SCALE: 1"=50' DATE: 12/8/2022 SHEET 1 of 1

APPRAISAL REPORT

Parcel Number(s) (PPIN No. 20851)
Owner Ladre, LLC
Occupied / Leased Occupied
County Forrest
Project Description Midtown Streetscape Project
Effective Date of the Appraisal 05/24/2023
Report Date 06/05/2023
Report Requested for Original Appraisal

Prepared For



The City of Hattiesburg
c/o Ann Jones, Chief Administrative Officer
P.O. Box 1898
Hattiesburg, MS 39403

This Appraisal Report Was Prepared By



ZAC FAIRLEY APPRAISALS & CONSULTING

601-466-2750 ZFAPPRaiser@GMAIL.COM

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Table of Contents

Appraisal Report	2
Property Owner Contact Record	2
Summary of Facts and Findings	3
Certificate of Appraiser	4
Appraisal Scope of the Work	5
Identification of Client and Intended Users	5
Intended Use of the Appraisal Report	5
Purpose of the Appraisal	5
Parameters of Data Search	5
Extent of Property Inspection	5
Valuation Process	6
Property Rights Appraised	6
Fair Market Value Defined	6
Assumptions and Limiting Conditions	7
Extraordinary Assumptions and Hypothetical Conditions	8
Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)	9
Area & Neighborhood Data	11
Site Description	12
Whole Tract and Larger Parcel Declaration	16
Highest and Best Use Analysis	18
Ownership History and Tax Information	20
Approaches to Value	21
Sales Comparison Approach – (Land) – Before Value	23
Explanation of Adjustment-(Land)	25
Final Reconciliation of Value	27
Addenda	1
Terms and Definitions	1
Legal Description(s)	11

Appraisal Report

Parcel No.	(PPIN No. 20851)	Project No. (new)	Midtown Streetscape Project
County	Forrest		
Owner(s):	Ladre, LLC c/o Luther Andrew Dews, Sr.	Address:	309 S. 30 th Avenue
Phone:	601-270-6779		Hattiesburg, MS 39401
Estate Appraised:	☒ Fee ☒ Easement ☐ Other	Area of Whole Tract Area of Remaining Tract Area to be Acquired	15,499 Sq. Ft. 14,979 Sq. Ft. 520 Sq. Ft.

Parcel	PPIN	Permanent Easement	Temporary Easement
26	20851	0.012 Ac or 520 SF	0.012 Ac or 507 SF

Within the scope of the assignment and consistent with USPAP Standard Rules 1 and 2-2, the following analyses, opinions and conclusions have been developed and are reported in this **Appraisal Report**.

Property Owner Contact Record

Subject Property Inspection Dates: May 26th, 2023

The property owner or their designated representative **was** offered an opportunity to accompany the appraiser performing this appraisal during the appraisal inspection of the property. A Right of Way Acquisition Guide was presented **to the property owner** on May 26th, 2023. *(If opportunity was not offered, explain in comments)*

Contact Comments	A State Aid Right of Way Acquisition Guide and plat of the property was delivered to Mr. Andrew Dews, on May 26 th , 2023 during the site visit. Mr. Dews and I discussed the acquisition area during the site visit on an adjacent parcel he owns. After our meeting, I inspected the subject property via the public roadways and access drives.		
Is the Property being Leased or Rented? ☐ Yes ☒ No			
Lessor:		Lessee:	
Terms of Lease:			

Date **06/05/2023**

Appraiser (sig.)



(name)
(License)

Zachary Fairley
State Certified General Real Estate Appraiser, GA-1418

Summary of Facts and Findings

Project No. Midtown Streetscape Project	Parcel No. (PPIN No. 20851)
Property Owner: Ladre, LLC c/o Mr. Andrew Dews Address: 309 S. 30 th Avenue, Hattiesburg, MS 39401 Phone: 601-270-6779	

Identification of the Property Appraised:	<i>Brief description of property identification, such as Section, Township, Range, Lot and Block, Street Address, etc.</i>
Lot 5 and parts of Lots 4 and 6, in Block 7, of the Monte Vista Terrace Subdivision, in the City of Hattiesburg, Forrest County, Mississippi	

Estate Appraised:	<i>(Fee, Easement, Other)</i>
Fee Simple- Easement	

Size of the Whole Tract (Before):	15,499 Sq. Ft. or 0.36 Acres
Size of the Remaining Parcel (After):	14,979 Sq. Ft. or 0.34 Acres
Size of the Area to be Acquired:	520 Sq. Ft. – Permanent Acquisition 507 Sq. Ft.– Temporary Easement

Highest and Best Use Before (Whole Tract):	Commercial development
Highest and Best Use After (Whole Tract):	Commercial development

Unit Value of the Land (Before)	\$16.00/Sq. Ft.
Unit Value of the Land (After)	\$16.00/Sq. Ft.

Improvements:	<i>(Briefly describe the improvements, such as, single family house, shed, barn, etc.)(List any personal property not covered in the appraisal report.)</i>
The property is improved with a residential structure occupied by the property owner's daughter. The improvements are not being affected by the proposed acquisition area and were not valued in this report.	

Total Before Value:	\$248,660
Total After Value:	\$238,250
Just Compensation:	\$10,410

Effective Date of the Appraisal:	05/26/23
Date of Report:	06/05/23

Certificate of Appraiser

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct; The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and legal instructions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions;

I have no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved;

Neither my engagement or my compensation for completing this appraisal assignment was contingent upon my developing or reporting a predetermined result, predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;

The real property appraisal documented in this appraisal report was completed in accordance with the Laws of the State of Mississippi, the real property appraisal documented in this appraisal report was completed in conformity with the standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP).

This appraisal conforms with the appropriate State laws, regulations, policies, and procedures applicable to the appraisal of rights of way for highway purposes;

Unless expressly stated otherwise in this report, I made a personal inspection of the property appraised and the property owner, or his/her designated representative, was given the opportunity to accompany me on the inspection;

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property;

Unless expressly stated otherwise in this report, no one provided significant professional assistance to me in the performance of this appraisal;

I have not performed any services regarding the subject property by the appraiser within the three (3) year period immediately preceding acceptance of the assignment, as an appraiser or any other capacity; If applicable:

I have not revealed the findings and results of this appraisal report to anyone other than the proper officials of the City of Hattiesburg, and I will not do so until authorized by the property authorities or until required by law.

Based upon my independent appraisal and the exercise of my professional judgment, it is my opinion that the valuation of the subject property is as follows:

Fair Market Value of the Whole Tract (as defined in this report)	Before	\$248,660
Fair Market Value of the Remainder Property	After	\$238,250
The difference between the Fair Market Value of the whole tract and the remainder is		\$10,410

as of 05/26/23, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Date 06/05/2023

Appraiser (sig.)



(name)
(License)

Zachary H. Fairley
State Certified General Real Estate Appraiser, GA-1418

Appraisal Scope of the Work

Identification of Client and Intended Users

The City of Hattiesburg requested appraisal of the property described in this report. The intended user of this appraisal report is the City of Hattiesburg and such employees or agents authorized by the City of Hattiesburg to utilize the information contained herein.

Intended Use of the Appraisal Report

The facts, analyses, opinions, and conclusions contained in this appraisal report establish an estimate of just compensation, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation in this appraisal report includes the fair market value of the property, damages to the remaining property, if any, and such curative costs as are permitted by the Laws of the State of Mississippi, and, upon determination by appraisal review that this appraisal report complies with all applicable standards and requirements, serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the “real property” described herein.

Purpose of the Appraisal

The purpose of the appraisal is to render an opinion as to the Fair Market Value of specified real property as of the stated date and, through application of the Before and After Rule as prescribed under the laws of the State of Mississippi, the valuation of the remainder of specified real property. The difference between these two valuations is the value being sought by the client and is reported to the client as the “opinion of just compensation”.

Parameters of Data Search

The scope of the assignment is to collect and verify as completely as possible, comparable sales, and rentals, if applicable, from within the subject area, or other areas that, in the opinion of the appraiser, are reasonably comparable to the subject area, so that a value conclusion may be derived.

Sources of the data, utilized for this appraisal, include county deed records, real estate brokers, real estate appraisers, and other individuals knowledgeable in the local real estate market and, as applicable and appropriate, other individuals knowledgeable in specific types of property. One or more of the principals involved in the transactions, grantor, grantee, attorney, financier, broker of the transaction, or their representatives, have verified the market sales used in this report. Mississippi is a non-disclosure State. Other than the recordation of a deed, there is no legal requirement for grantors, grantees, or other parties to a transaction, to disclose any information relative to the transfer of real property. Since there is no legal requirement for the deed to include the transaction price when it is recorded, it is possible that there are transactions for which purchase price data could not be obtained.

Extent of Property Inspection

Per the **USPAP Scope of Work Rule**, “*The report must contain sufficient information to allow intended users to understand the scope of work performed*”. The extent of the subject property inspection, including interior and exterior areas, is required content of the appraisal report per the USPAP scope of work rule and per guidance from the FHWA regarding requirements for scope of work. The “extent of the inspection process” includes, but is not limited to: a declaration as to the part or parts of the property that were actually viewed or not viewed during the inspection; for structures and other improvements, whether such items were physically measured by the appraiser, whether interior and/or exterior inspection was performed for each item, and a declaration regarding the level of detail associated with the inspection of tangible property. The following is a description of the extent of the inspection performed on the subject property for this appraisal assignment

The property was inspected on May 26th, 2023 by Zachary Fairley (GA-1418). This inspection involved an inspection of the acquisition area and temporary easement. There is some landscaping bushes and trees located in the proposed acquisition or easement areas. Photographs were documented from the site visit.

Valuation Process

The data obtained is to be analyzed, when appropriate, via the Cost, Income, and Sales Comparison Approaches to Value, with appropriate support for any adjustments made and the value conclusions. The values derived via these three approaches, if applied, are then reconciled into final opinions of value for the subject property for both the before condition and after condition, respectively. The just compensation opinion thus derived by this process encompasses the value of the partial acquisition, improvements within the acquisition, damages to the remainder (if any), including any curative costs impacted by the acquisition in accordance with the Uniform Act and the Laws of the State of Mississippi.

Property Rights Appraised

The property rights appraised in this report consist of fee simple, and, as applicable and appropriate, easement, leased fee, and leasehold interest(s).

“Fee Simple Estate” is defined by *The Dictionary of Real Estate Appraisal*, 4th Edition, copyright 2002, page 113, by the American Institute of Real Estate Appraisers as being:

“Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.”

“Easement” is defined in *The Dictionary of Real Estate Appraisal*, copyright 2002, 4th Edition, page 90, by the American Institute of Real Estate Appraisers as being:

“An interest in real property that conveys use, but not ownership, of a portion of an owner’s property.”

“Leased Fee Interest” is defined in *The Dictionary of Real Estate Appraisal*, copyright 2002, 4th Edition, page 161, by the American Institute of Real Estate Appraisers as being:

“An ownership interest held by a landlord with the right of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the lessee are specified by contract terms contained within the lease”.

“Leasehold Interest” is defined in *The Dictionary of Real Estate Appraisal*, copyright 2002, 4th Edition, page 162, by the American Institute of Real Estate Appraisers as being:

“The interest held by the lessee (the tenant or renter) through a lease transferring the rights of use and occupancy for a stated term under certain conditions”.

Property Estate(s) Appraised:	<i>List and describe, if necessary, the property right(s) appraised (i.e., fee simple, easement, other)</i>
Fee Simple, Easement	

Fair Market Value Defined

Fair Market Value is value in exchange. It is “the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress”. (See the *Terms and Definitions* section of this report for the source of this definition)

Assumptions and Limiting Conditions

This appraisal is subject to the following underlying assumptions and limiting conditions:

The appraiser(s) certifies that to the best of his or her knowledge and belief, the statements contained in this appraisal report, subject to the limiting conditions set forth below are correct.

This appraisal is of the property described in this report.

The appraiser(s) has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader in visualizing the property.

Certain information in this report was obtained from and/or furnished by sources believed to be reliable; however, the absolute accuracy of information is not guaranteed. If relevant information or errors come to the attention of the appraiser, the appraiser reserves the right to change, alter, revise, or void the opinions contained in this report in part or in their entirety.

Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Hattiesburg. This report is to be used in its entirety. The appraiser is not responsible if any part of this report is used to the exclusion of the remainder.

We are not familiar with any engineering studies made to determine the bearing capacity of the land or that indicate any mineral contents of a significant nature.

The appraiser(s) has no knowledge of the existence of hazardous materials on the property unless otherwise stated in this report. The appraiser, however, is not qualified to detect such substances. The presence of any such substances, which may be potentially hazardous materials, may affect the value of the property. However, as directed by the client, the City of Hattiesburg, this value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value.

To the best of our knowledge no portion of the value assigned to the subject property is for items, which are non-compensable according established laws.

This property has been appraised as though free of all liens, unless otherwise stated herein. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered herewith. Good title is assumed.

Certain background and other relevant information applicable to the appraisal of this property and for this appraisal report is given in the project data brochure, which is incorporated herein by reference.

This appraisal was performed within requirements of regulation, law, and supplemental appraisal standards that are applicable to appraisals performed for governmental acquisitions and thus, certain valuation opinions and conclusions stated in this appraisal report are affected by these requirements. Applicable Mississippi Law is found at Mississippi Code Section 65, Section 43, Section 11, and also found in certain published decisions of the Mississippi Supreme Court as they pertain to property acquisition by Eminent Domain.

The reported value estimate assumed no impact on value because of "Section 404 wetlands", as defined by the U. S. Army Corps of Engineers. The client is urged to seek advice of an expert to determine any potential impact on wetlands on the property.

There are no additional assumptions and limiting conditions applicable to this appraisal.
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The subject parcel was estimated to be +/- 15,499 square feet, more or less. This should be considered an exact acreage, as a survey was provided. The acquisition areas are exact measurements provided from the project engineer.

The appraiser reserves the right to alter his opinion of value following the submission of a total survey or acreage clarification
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Extraordinary Assumptions and Hypothetical Conditions

Standard Rule 1-2(g) and (h) and Standard Rule 2-2 (a)(viii) and (b)(viii) of the *Uniform Standards of Professional Appraisal Practice* require the appraiser to identify and state all extraordinary assumptions and hypothetical conditions when developing and reporting an appraisal.

USPAP defines extraordinary assumption as “an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser’s opinions or conclusions. “ An extraordinary assumption presumes as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

USPAP defines hypothetical condition as “that which is contrary to what exists but is supposed for the purpose of analysis.” A hypothetical condition assumes conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

An appraiser cannot make an assumption or accept an instruction that is unreasonable or misleading, nor can an appraiser make an assumption that corrupts the validity of the value estimate. Written legal instructions that have proper foundation must be accepted and must be included in the appraisal report.

Following, if applicable, are all extraordinary assumptions and/or hypothetical conditions that affected the analyses, opinions, and conclusions of this report which are explained in the scope of work:

Following, if applicable, are appraiser instructions that affected the analyses, opinions, and conclusions of this report:

If applicable there are no temporary easement assumptions.

Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)

If professional assistance was provided to the appraiser the name of the individual(s) providing such assistance must be stated below. This includes both professional appraisal assistance and providers of subsidiary assistance, e.g., appraisers, registered foresters, architects, attorneys, planning and permitting consultants, engineers, cost estimators, marketing consultants, etc., etc.

If applicable, the following is a description of any necessary or appropriate steps that were performed in the completion of this appraisal assignment that were not previously noted in the scope of work, including a list of the individual(s) providing professional assistance and the type and extent of assistance provided.

A plat of the proposed acquisition area was provided by Maptech, Inc.. I have relied on the acreage from the plat to determine the size of the proposed acquisition and easement areas.

Declaration of Jurisdictional Exception to the Uniform Standards of Professional Appraisal Practice

In conformity with the requirements of USPAP Standard Rule 2-1(a, b, & c), this section of the appraisal report references those specific laws and regulations that prescribe methods and procedures of appraisal and appraisal reporting contrary to that required by USPAP. Application of the Jurisdictional Exception Rule of the USPAP is hereby declared.

Linking Estimate of Value to Specific Exposure Time –

USPAP Standards Rules 2-2(a)(v) & 2-2(b)(v) and clarifying comments contained in SMT-6 require the declaration of a market exposure time. Under Federal appraisal standards, “exposure time” statements are not permitted to appear in appraisal reports prepared for governmental acquisitions. Therefore, pursuant to the authority conveyed to the MDOT through Miss. Code, Sec. 65-1-8 all real property appraisals prepared for the MDOT, whether by staff employees or contracted fee appraisers, shall invoke a Jurisdictional Exception to the requirements of USPAP 2-2(a)(v) and 2-2(b)(v).

Consideration of Land Use Regulations –

USPAP Standard Rule 1-3(a) requires analysis of the effect existing land use regulations and reasonably probable modifications to same. This requirement is contrary to Federal appraisal standards. All real property appraisals performed for the MDOT, whether by staff employees or contracted fee appraisers, must disregard any recent rezoning if such rezoning was a consequence of, or in anticipation of, the government project for which the appraisal is being conducted. Therefore, pursuant to the authority conveyed to the MDOT through Miss. Code, Sec. 65-1-8, all real property appraisals shall invoke a Jurisdictional Exception to the requirements of USPAP 1-3(a).

Consideration of Anticipated Public Projects –

USPAP Standard Rule 1-4(f) requires the appraiser to analyze the effect on value of anticipated public improvements located on or off the property appraised. The appraisal requirements of USPAP Standard Rule 1-4(f) are contrary to State and Federal Law regarding appraisals performed for government acquisitions. All real property appraisals performed for the MDOT, whether by staff employees or contracted fee appraisers must disregard any decrease or increase in the fair market value of real property caused by the government project for which the appraisal is being conducted.

Valuation by Market Approach Only (a.k.a. Sales Comparison Method):

Unless specifically prohibited by Law, the MDOT is empowered and directed by statute to adopt such procedures as are advisable and/or necessary for the purpose of obtaining or securing financial assistance, grants or loans from the United States of America, or any agency thereof. All real property appraisals performed for the purpose of governmental acquisitions within the scope of The Uniform Act are authorized to omit cost and income approaches to valuation where sufficient sales data exists to produce a reliable opinion of value by use of the Market Approach alone (*a.k.a. Sales Comparison Approach*).

Additions to the Scope of Work and Comments (<i>If necessary</i>)	

Area & Neighborhood Data

Area Defined	<i>Brief description of the subject area boundaries or general limits, including the county or counties, prominent cities and prominent geographic features, i.e. Interstate or U.S. Highways, navigable waterways, etc.)</i>		
The area is defined as the medical and commercial district in Midtown Hattiesburg outlined by Hardy Street and Highway 49, inside the city limits of Hattiesburg, Forrest County, Mississippi. U. S. Highway 49 is a main north/south thoroughfare in Hattiesburg. Hardy Street is the main commercial corridor running east to west across Hattiesburg, and lies about two blocks north of the subject.			
Subject Location	☒ Urban	☒ Suburban	☐ Rural
Population Growth Rate	☒ Increasing	☐ Stable	☐ Decreasing
Primary Shopping/Trade Center – Area	Hattiesburg		
Primary Shopping/Trade Center – County	Forrest		
Nearest Employment Center	Hattiesburg		

Neighborhood Defined	<i>(Brief description of the neighborhood area boundaries or general limits, including, if applicable, community name or other name reference utilized by area residents)</i>				
The neighborhood is essentially defined as Hardy Street to the north, Lincoln Road to the south, South 28 th Avenue to the east, and South 34 th Avenue to the west. Forrest General is the largest hospital between Jackson and the Gulf Coast. The neighborhood mostly consists of commercial, residential and medical uses. New developments in the area include the new FGH Cancer Center on South 28 th Avenue and Arlington Loop, the new red light project on the corner of Highway 49 and Camp Street, and the state of the art development of Jones Companies office headquarters under construction one block to the north. Highway 49 consists of mainly professional offices, small retail buildings, fast food and dine in restaurants as well as medical uses along the highway and along South 28 th Avenue. The South 28th Avenue corridor consists mainly of professional and medical offices affiliated with Forrest General Hospital or Hattiesburg Clinic. South 28th Avenue has experienced conversion from single family residential into medical use. Access to the neighborhood is considered great via Highway 49 and Arlington Loop. Highway 49 is the main north/south thoroughfare for traffic traveling from the northern portions of the city to the southern portions connecting Jackson to the Gulf Coast. The traffic count along Highway 49 is 26,000 cars with Arlington Loop consisting of 3,600 cars. The Midtown District is an upper end, high quality retail, commercial and residential district catering to the USM students, faculty, and surrounding Hattiesburg residents. Midtown Hattiesburg Master Plan is to create a walkable, workable, livable mixed use community that connects people to living, shopping, dining, entertainment, educational, medical, cultural, and recreational venues.					
Neighborhood Zoning	☒ Res.	☒ Comm.	☐ Ind.	☐ Other	☒ None
Neighborhood Utilities	☒ Elec.	☒ Gas	☒ Water		
	☐ All	☐ Part	☒ Sewerage		
	☐ Other				
Neighborhood Imp's	☐ Storm Sewer	☒ Crb/Gtr	☒ Sidewalk	☒ Street Lights	
	☐ Other				
Schools	Hattiesburg City Schools				
Recreational Facilities					
Fire	City of Hattiesburg				
Police	City of Hattiesburg				
Other					

Site Description

(Before – Acquisition - After)

Site Description — Before

An analysis of the subject site is particularly important in estimating its highest and best use and for separate valuation from the improvements. The following is a discussion of the subject site in the Before Condition.

Present Use of Site: Residential

Legal Description of the Total Ownership: Lot 5 & part of Lots 4 & 6, of the Monte Vista Terrace Subdivision, in the City of Hattiesburg, Forrest County, Mississippi. The total acreage is an estimate based on the provided legal description.

Frontage/Access: South 30th Avenue fronts along the eastern lot boundary for 101 feet. An asphalt drive is in place leading to the improvements.

Topography: Partially wooded; level at road grade with South 30th Avenue

Flood Plain and Drainage Data: According to flood map 28035C0104E, dated November 19th, 2021, the property does not lie within a designated flood zone.

Use Restrictions: RA-3; Zoned Midtown District by the City of Hattiesburg (see addenda)

Site Improvements: Site improvements consists of landscaping and wood fencing.

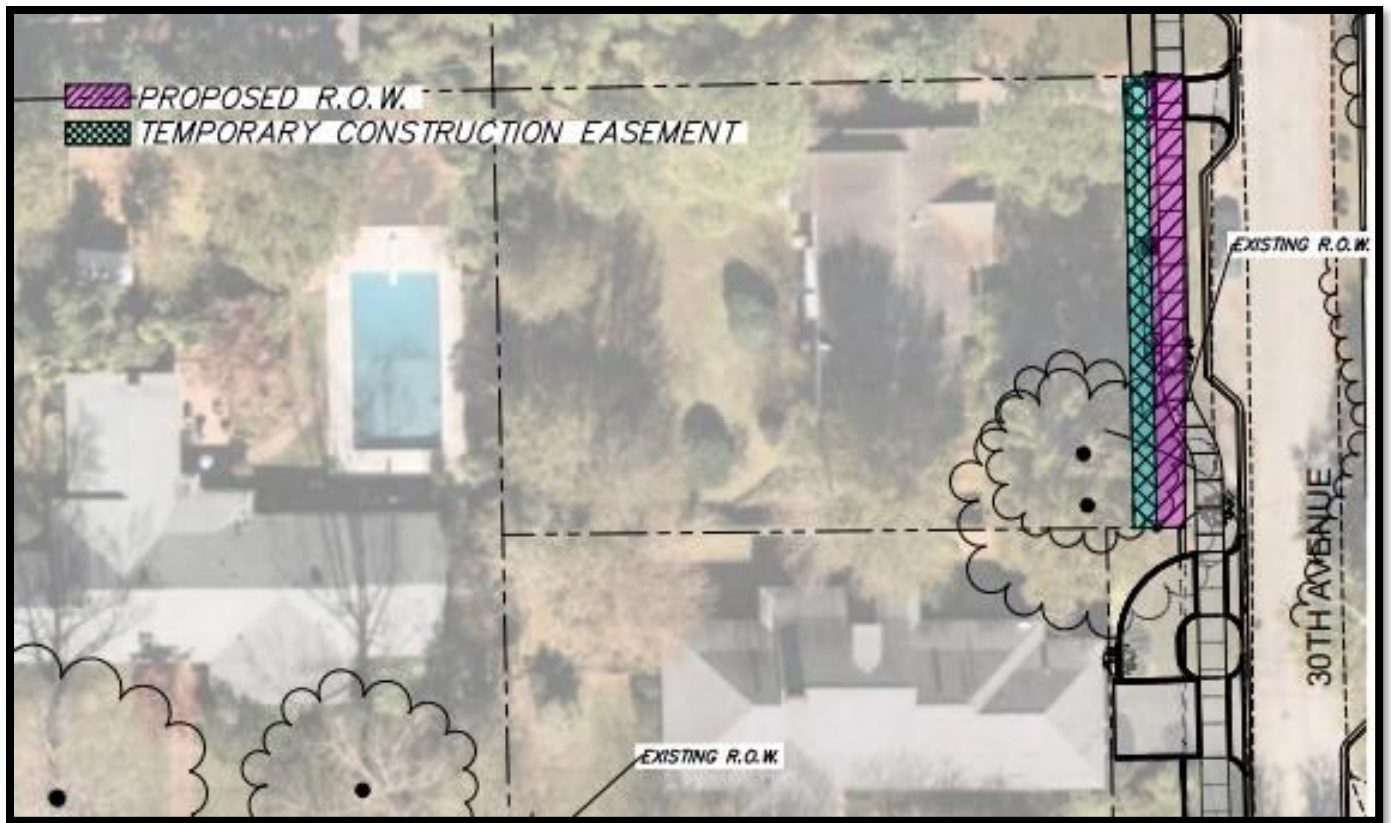
Adjacent Land Uses: Retail, Commercial, Single-Family Residential

Easements/Encumbrances: None noted.

Utilities:

Utility Service	Supplier	Utility Service	Supplier
Electricity	MS Power	Sewer	City of Hattiesburg
Gas	Spire	Water	City of Hattiesburg
Garbage Collection	City of Hattiesburg	Telephone	AT&T

ACQUISITION AREA - AERIAL PHOTO



Site Description — Area of Acquisition

Location: The permanent acquisition area contains total of 520 square feet. In addition, there is a temporary easement “piggy-backing” the permanent acquisition area totaling to 507 square feet. A summary of the acquisition areas is shown below

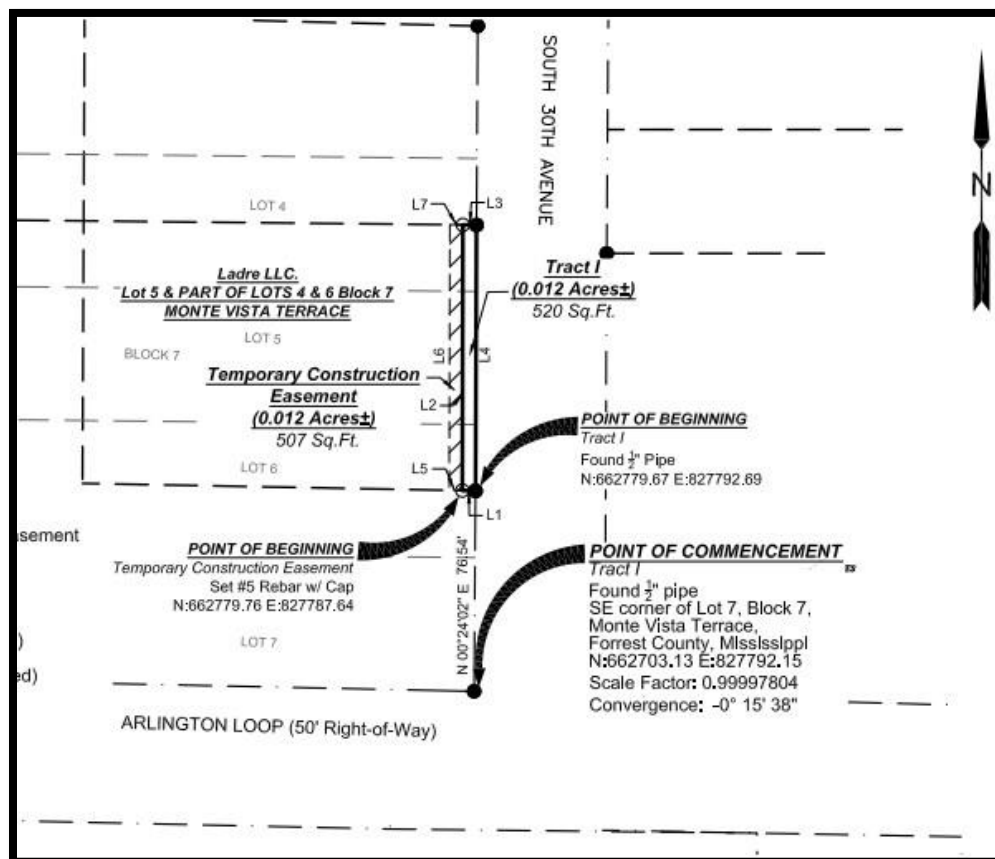
Parcel	PPIN	Permanent Easement	Temporary Easement
26	2081	520 SF	507 SF

Rights to be Acquired for Each Parcel: Fee Simple, Easement

Dimensions/Area/Shape: The permanent easement area is rectangular in shape. The easement area moves in 5 feet onto the property and contains 520 sf. The temporary construction easements “piggy-backs” the permanent easement area at a depth of 5 feet containing 507 square feet.

Site Improvements: Site improvements located in the proposed easement areas consist of a large crepe myrtle and a landscaping post. Moselle Tree Nursery provided a quote for (1) 30 gallon, crepe myrtle at a cost of \$350, plus tax. In addition, a cost of \$200 for installation and labor, as well as, 15% for contingency was included. A total of \$660.75, rounded to \$675 has been compensated for the landscaping items.

Rights to be Acquired for Each Parcel: Fee Simple, Temporary Construction Easement

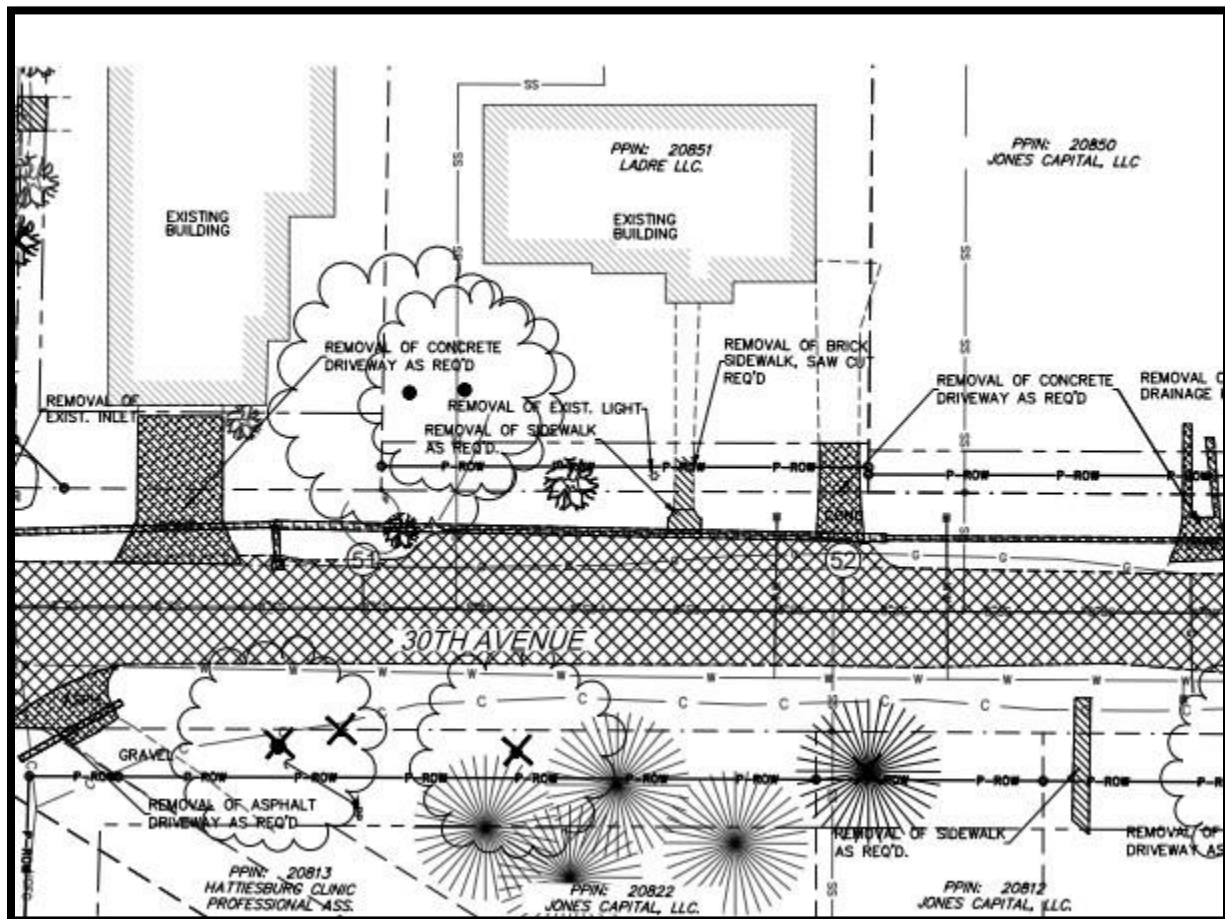


Site Description — After

Dimensions/Area/Shape: After the temporary easement use, the property will still have 14,979 square feet remaining. The temporary easement will be required for 2 years, at which time there may be periods of limited access to the property.

Frontage/Access: The property will retain the same public access and frontage in the after condition.

The overall utility will remain the same in the after condition and no damages were noted.



Photographs



Looking south at the acquisition area



View of the improvements from the proposed acquisition area



View of the improvements from the existing right-of-way



View of the from the proposed right-of-way



View of the permanent and temporary acquisition areas



View of the proposed permanent and temporary easement areas

Whole Tract and Larger Parcel Declaration

Whole Tract Declaration

On those properties where the total ownership and the Larger Parcel are not one-in-the-same, it is possible for a property to contain several Larger Parcels (Highest & Best Use areas). The acquisition may affect more than one Larger Parcel (H&BU area), it is essential that there be a clear declaration by the appraiser as to what part and/or parts of the total ownership are being appraised. This section of the appraisal report declares exactly what was valued in the appraisal process and includes:

- The size of the contiguous total ownership provided to the appraiser by the City of Hattiesburg
- Declaration of the Larger Parcels (H&BU areas) within the total ownership that are unaffected
- Identification and delineation of the affected Larger Parcels (H&BU areas) described by the following methods as appropriate:
 - a. Clearly visible physical features- road, creek, ditch, fence, tree line, etc.
 - b. Subdivision boundary, Zoning line, corporate limits, county line, section line, etc.
 - c. Dimensioned area as determined by the appraiser

Total "Whole Tract" Declaration and Summary	(Ac./S.F.)
The subject lot is estimated to contain 15,499 square feet and was appraised in this report.	

Declaration of the Larger Parcel

There are three conditions or tests that are considered in determining the larger parcel, unity of ownership, unity of use, and contiguity. In certain instances, the larger parcel may not include all the lands that are contiguous and under identical ownership. In determining the larger parcel to be appraised, reliance on unity of ownership and unit of use will be given substantial weight. In determining the larger parcel, the following is noted:

Larger Parcel(s) Summary	(Dimensions, Size, and Use)
Same as above.	

Highest and Best Use Analysis

¹**Highest and best use** is defined in *The Dictionary of Real Estate Appraisal, Fourth Edition*, Copyright 2002, page 135, compiled by the Appraisal Institute as:

“The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity”.

The reasonable and probable use that will support the highest property value, as defined, as of the date of the appraisal. In order to arrive at a highest and best use estimate, the land is first analyzed as if vacant. Later, the total property, including any existing improvements, is analyzed. In estimating the highest and best use of the subject site, as if vacant and improved, you must first carefully study the existing land use patterns and trends in the area. In estimating the highest and best use of the subject property, the appraiser has considered very carefully the following factors:

1. The land and location is considered in relationship to the local area.
2. The physical characteristics of the land and improvements, including the land's overall size, shape, road frontage, topography, soil and sub-soil conditions and available utilities.
3. In analyzing the highest and best use of the subject, as applicable and appropriate, the Sales Comparison Approach, Cost Approach, and Income Approach are considered.

The procedure used in this report to estimate highest and best use of the subject site was to consider, in sequence, the site's utility, its legal use, its possible and most feasible use, and, finally, the optimum or highest and best use.

Highest and Best Use Analysis	(Address physically possible, legal permissibility, economic feasibility, maximal productivity, in Before & After for all larger parcels or whole tract as applicable)
Highest and best use is defined in the third edition of <i>The Dictionary of Real Estate Appraisal</i> (Appraisal Institute, Chicago, 1993), as follows:	
The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.	
Highest and best use analysis is a three-step process. The first step involves the highest and best use of a site as though vacant. The determination must be made to leave the site vacant or to improve it. If the conclusion is to improve the site, the second step is to determine the ideal improvement. The final step is a comparison between the ideal improvement and the existing improvement. At this point, the determination must be made to maintain the property in its present form or to modify the improvements to more closely conform with the ideal.	
Highest and Best Use as Though Vacant	
The subject is zoned RA-3, which is designed for residential development. The subject zoning was changed following the Midtown District designation. The property contains approximately 15,499 square feet and is improved with a residence. It is well drained, with all municipal utilities available. Consequently, there are no physical limitations to prevent development of the subject site with any of the uses permitted by the RA-3 zoning.	

¹ The phrase “*highest and best use areas*” or “*uses*” is from wording utilized by the Mississippi Supreme Court in its published eminent domain decisions. Reference of these phrases by the Court has been historically utilized in a manner equivalent to the phrase “*Larger Parcel*”. For additional information, please refer to the “*Terms and Definitions*” section of this appraisal report.

The site is physically possible to be used for a wide variety of uses. The property is part of the Monte Vista Terrace Subdivision. The property is located in the District at Midtown development. There is a very larger multi-story Class A office building being constructed one block north of the property. This group has purchased many of the adjacent lots in the immediate area for greenspace and additional parking areas for the large development under construction. The lots purchased were improved with residences at the time of purchase and were later demolished. These lots sold in the range of \$15.00 to \$19.00 per square foot. The highest and best use of the site would be for a commercial or retail use and would outpace the value as improved as a residence.

Ownership History and Tax Information

Ownership History

In developing a real property appraisal an appraiser must:

1. Analyze any current agreement of sale, option, or listing of the subject property, if such information is available to the appraiser in the normal course of business.
2. Analyze any prior sales of the subject property that occurred within the following minimum time period of five years.
3. Discuss below (as applicable) the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the data.
4. When there is a sale of the subject property to the current owner for an undisclosed price, the appraiser must state that he or she attempted to obtain the purchase price and other terms of the transaction without success. (If transaction price could not be verified please explain below.)

Ownership History					
Property Transactions during the last five years to Date:					
Date	Grantor	Grantee	Consideration	Book/Page	Ver.
2/16/2018	NA	Ladre, LLC	NA	1272/296	WD
Explanation: To the best of my knowledge, there has been no conveyance in ownership in the last five years.					

Tax Information			
Tax Parcel I.D. Number	2-028N-07-065.00	True Value – Land	\$28,850
Millage Rate	_____	True Value – Improvements	\$59,350
Property Assessment Rate	_____		
Special Assessments	_____		

Approaches to Value

All standard techniques used by appraiser in estimating of market value can be grouped into the following three main approaches to value: 1) Sales Comparison Approach, 2) Cost Approach, and 3) Income Approach. One or more of these approaches are used in all appraisal assignments. Use of these approaches will depend on the type of property being appraised and quantity and quality of data available for analysis.

Sale Comparison Approach: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when comparable sales data are available.

Cost Approach: A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of, or replacement for, the existing structure; deducting depreciation from the reproduction or replacement cost; and adding the estimated land value, plus an entrepreneurial profit. Adjustments may then be made to the indicate fee simple value of the subject property to reflect the value of the property interest being appraised.

Income Approach: A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.

The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute

Approach to Value Utilized in this Appraisal Assignment Are:

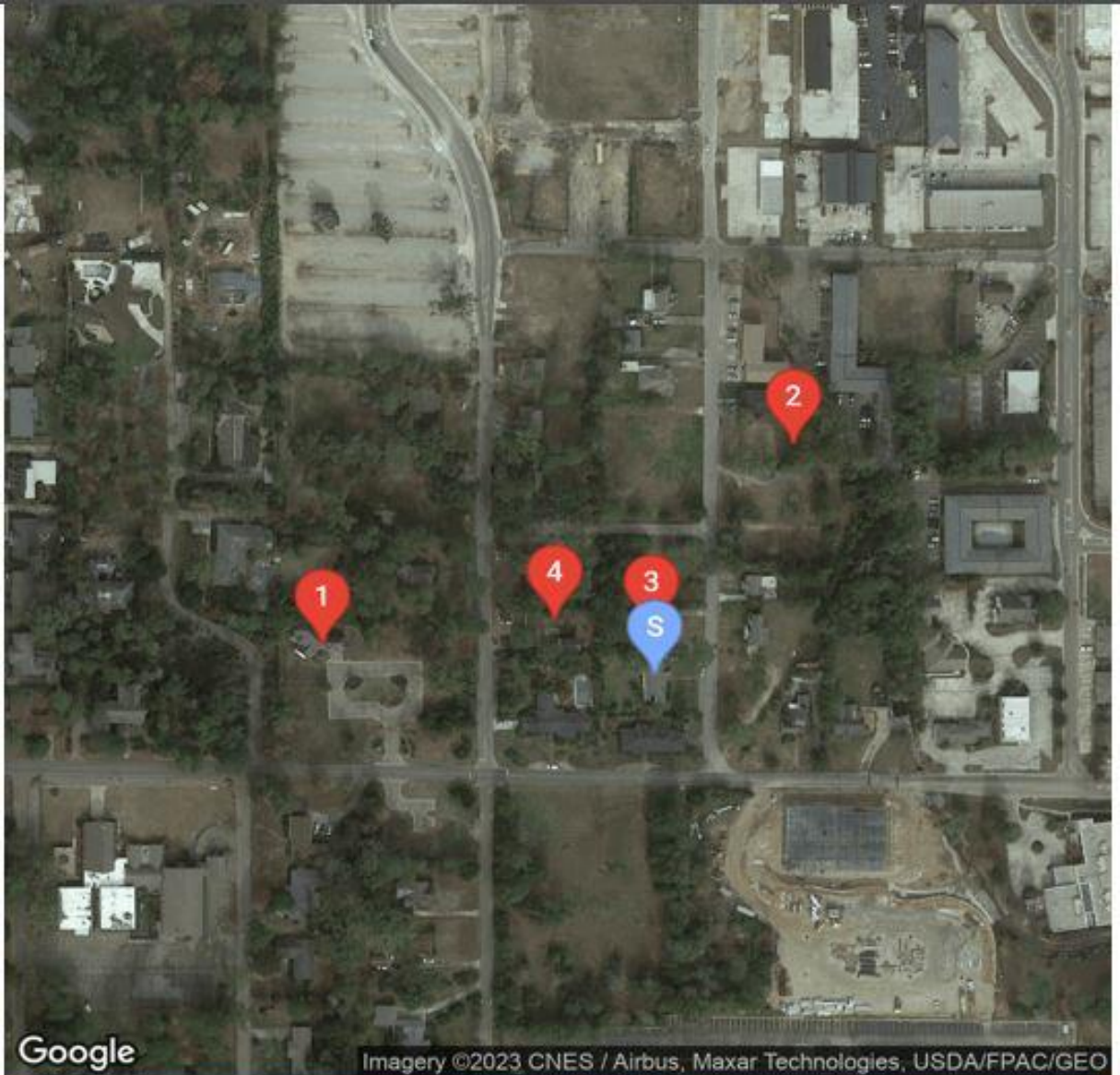
☐ Cost Approach

☐ Income Approach

☒ Sales Comparison Approach

Reason(s) for excluding any of the usual approaches to value	
The sales comparison approach was the only applicable approach to arrive at just compensation for the loss of land. The cost and income approach to value would not apply.	
The value stated in this report is the value of the land only.	

Land Sales Map



COMPARABLE KEY			
COMPARABLE	LABEL	DISTANCE FROM SUBJECT ADDRESS	
SUBJECT	S	-	309 S. 30th Avenue, Hattiesburg, MS
COMPARABLE 1	1	0.1Miles	107 Cherokee Court, Hattiesburg, MS
COMPARABLE 2	2	0.1Miles	206 S. 30th Avenue, Hattiesburg, MS
COMPARABLE 3	3	0.0 Miles	305 S. 30th Avenue, Hattiesburg, MS
COMPARABLE 4	4	0.0 Miles	210 S. 31st Avenue, Hattiesburg, MS

Sales Comparison Approach – (Land) – Before Value

Land Sales Summary and Adjustment Grid					
Subject		Comparable 1	Comparable 2	Comparable 3	Comparable 4
Location:	309 South 30th Avenue	Cherokee Court	206 S. 30th Avenue	305 S. 30th Avenue	210 South 31st
City:	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg
County:	Forrest	Forrest	Forrest	Forrest	Forrest
Seller:		Hub Development	Gibbens Investments	McMahan Holdings	Cotton Ross, LLC
Buyer:		Frederick E. Varnado	Midtown Montevista	Midtown Montevista	Midtown Montevista
Deed Book / Page		1380/959	1336/247	1379/278	1380/595
Date of Sale:		June-20	April-20	October-21	November-21
Sale Price:		\$75,000	\$230,006	\$190,000	\$190,000
Site Size (Sq. Ft.):	15,499	5,767.00	14,810.00	11,621.00	11,621.00
Unadjusted Price/Sq. Ft.:		\$13.01	\$15.53	\$16.35	\$16.35
Adjustments					
Rights Transferred:	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financial Considerations	Market	Market	Market	Market	Market
Conditions of Sale:	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length
		0%	0%	0%	0%
Market Conditions - Time:		Stable	Stable	Stable	Stable
		0%	0%	0%	0%
Time Adjusted Cash Equiv. Price/SF:		\$13.01	\$15.53	\$16.35	\$16.35
Location:		Similar	Similar	Similar	Similar
		0%	0%	0%	0%
Site Size (Sq. Ft.):	15,499.00	5,767.00	14,810.00	11,621.00	11,621.00
		0%	0%	0%	0%
Frontage/Access:	S. 30th Avenue	Similar	Similar	Similar	Similar
		0%	0%	0%	0%
Topography:	Partially Wooded; Level	Similar	Similar	Similar	Similar
		0%	0%	0%	0%
Zoning	RA-3	RD-2	MX-3	MX-3	MX-3
		5%	0%	0%	0%
Net Adjustments:		5%	0%	0%	0%
Adjusted Price/SF:		\$13.66	\$15.53	\$16.35	\$16.35

Sales Comparison Approach – (Land) – After Value

Land Sales Summary and Adjustment Grid					
Subject		Comparable 1	Comparable 2	Comparable 3	Comparable 4
Location:	309 South 30th Avenue	Cherokee Court	206 S. 30th Avenue	305 S. 30th Avenue	210 South 31st
City:	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg	Hattiesburg
County:	Forrest	Forrest	Forrest	Forrest	Forrest
Seller:		Hub Development	Gibbens Investments	McMahan Holdings	Cotton Ross, LLC
Buyer:		Frederick E. Varnado	Midtown Montevista	Midtown Montevista	Midtown Montevista
Deed Book / Page		1380/959	1336/247	1379/278	1380/595
Date of Sale:		June-20	April-20	October-21	November-21
Sale Price:		\$75,000	\$230,006	\$190,000	\$190,000
Site Size (Sq. Ft.):	14,979	5,767.00	14,810.00	11,621.00	11,621.00
Unadjusted Price/Sq. Ft.:		\$13.01		\$16.35	\$16.35
Adjustments					
Rights Transferred:	Fee Simple	Fee Simple		Fee Simple	Fee Simple
Financial Considerations	Market	Market	Market	Market	Market
Conditions of Sale:	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length
		0%	0%	0%	0%
Market Conditions - Time:		Stable	Stable	Stable	Stable
		0%	0%	0%	0%
Time Adjusted Cash Equiv. Price/SF:		\$13.01	\$15.53	\$16.35	\$16.35
Location:		Similar	Similar	Similar	Similar
		0%	0%	0%	0%
Site Size (Sq. Ft.):	14,979.00	5,767.00	14,810.00	11,621.00	11,621.00
		0%	0%	0%	0%
Frontage/Access:	S. 30th Avenue	Similar	Similar	Similar	Similar
		0%	0%	0%	0%
Topography:	Partially Wooded; Level	Similar	Similar	Similar	Similar
		0%	0%	0%	0%
Zoning	RA-3	RD-2	MX-3	MX-3	MX-3
		5%	0%	0%	0%
Net Adjustments:		5%	0%	0%	0%
Adjusted Price/SF:		\$13.66	\$15.53	\$16.35	\$16.35

SAME AS PREVIOUS

Explanation of Adjustment-(Land)

(Before and After)

ANALYSIS OF LAND SALES

The array of data suggests possible adjustments for various characteristics of each transaction in comparison with the subject site. This comparison of land sales to the subject property is the basis for determining a value indication of the subject site as though vacant. The analysis of these adjustments is found in the following paragraphs.

PROPERTY RIGHTS CONVEYED

All of the above land sales conveyed fee simple ownership, therefore, no adjustment is necessary.

FINANCING TERMS

None of the sales involved below market interest rates or seller financing. Therefore, no adjustments were made.

LOCATION AND ACCESS

The property is located at 309 South 30th Avenue and is two lots north of Arlington Loop. All of the sales are located in the same neighborhood and considered similar in location.

SIZE

The subject is 15,499 square feet, more or less. Typically, the larger the land size, the lower price per unit. A downward adjustment for size is indicated by the sales. Therefore, downward adjustments were applied to the smaller sales.

MARKET CONDITIONS

All of the sales were considered recent and occurred during similar market conditions.

CORRELATION

After adjusting the sales for its differences in size, location, etc, a range of values from \$13.66- \$16.35 per square foot is indicated. Sales 2, 3, and 4 are adjacent lots located on the north side of the subject and considered most similar. These sales indicate a range in values from \$15.53 - \$16.35 per square foot. The neighborhood has seen an influx of commercial and retail demand in The District at Midtown. This is mixed-use development with retail, restaurants, hospitality, and townhomes. Also, Jones Companies is in the process of constructing a very large Class A office building located one block north of the subject.

Considering all factors, I have concluded a total value of \$16.00/sf for the (15,499 sq. ft.) subject site.

Site Improvements

A cost estimate to replace the loss of landscaping in the proposed acquisition area was provided by a local nursery. The cost to replace the improvements equals \$675 and was added to the before land value.

Before Land Value - Summary

Size/Sq. Ft.	Unit of Measure	Rate	Value
15,499	Price/Sq. Ft.	\$16.00	\$247,984
Add (Landscaping) – See Attached			\$675
Total Before Land Value			\$248,659
Rounded			\$248,660

AFTER VALUE

The subject site has the same overall use and commercial potential in the after condition. The same \$16.00/sf was applied to the property in the after condition.

There is a single temporary construction easement located adjacent to the permanent easement area. The total area for construction easement equals 507 square feet.

In order to value the use of the 2 year construction easement, I have analyzed several land ground leases in the area. A summary of these ground lease rates are discussed below.

Forrest County schools has a large amount of 16th Section schoolboard land that is leased for commercial purposes. The majority of this land is located along Broadway Drive in Hattiesburg. Representatives stated that the schoolboard attempts to get 10% of the Fee Simple value for Schoolboard property.

Lamar County schools also leases several 16th Section schoolboard sites in Lamar County, located one county to the west. Mr. Rick Norton (schoolboard attorney) was interviewed in regards to the leasing activity in Lamar County. The schoolboard discusses the lease policy each year, and assigns the expected return based on Fee Simple land value. The current return for "commercial" property is based on 6% of Fee Simple value.

I was able to find two other ground leases in the area, with rates indicated at 10-12%.

Based on my interviews and analysis, ground leases in the area appear to be leased at 5-12%. The most relevant ground lease information was based on the Forrest County schoolboard leases, leased at 10% of fee simple value. A ground lease rate of 10% was applied to the 2 year lease agreement.

Upfront / Lump Sum discount (1 pmt, 2n, 10i, PV= 1.74, $1.735 / 2.0 = 0.8675$)

The calculated temporary easement is as follows:

507 Sq. Ft. x \$16.00/sf x 10% x 2 years x 0.8675 = \$1,407, rounded to \$1,410

CONCLUSION OF AFTER VALUE

Size/Sq. Ft	Unit of Measure	Rate	Value
14,979	Price/Sq. Ft.	\$16.00	\$239,664
Less: Cost-to-Cure			\$0
Less: Easements – 507 Sq. Ft. Temporary Easement			(\$1,410)
Less: Q-Interests			\$0
Total After Land Value			\$238,254
Rounded			\$238,250
Difference in Before and After			\$10,410

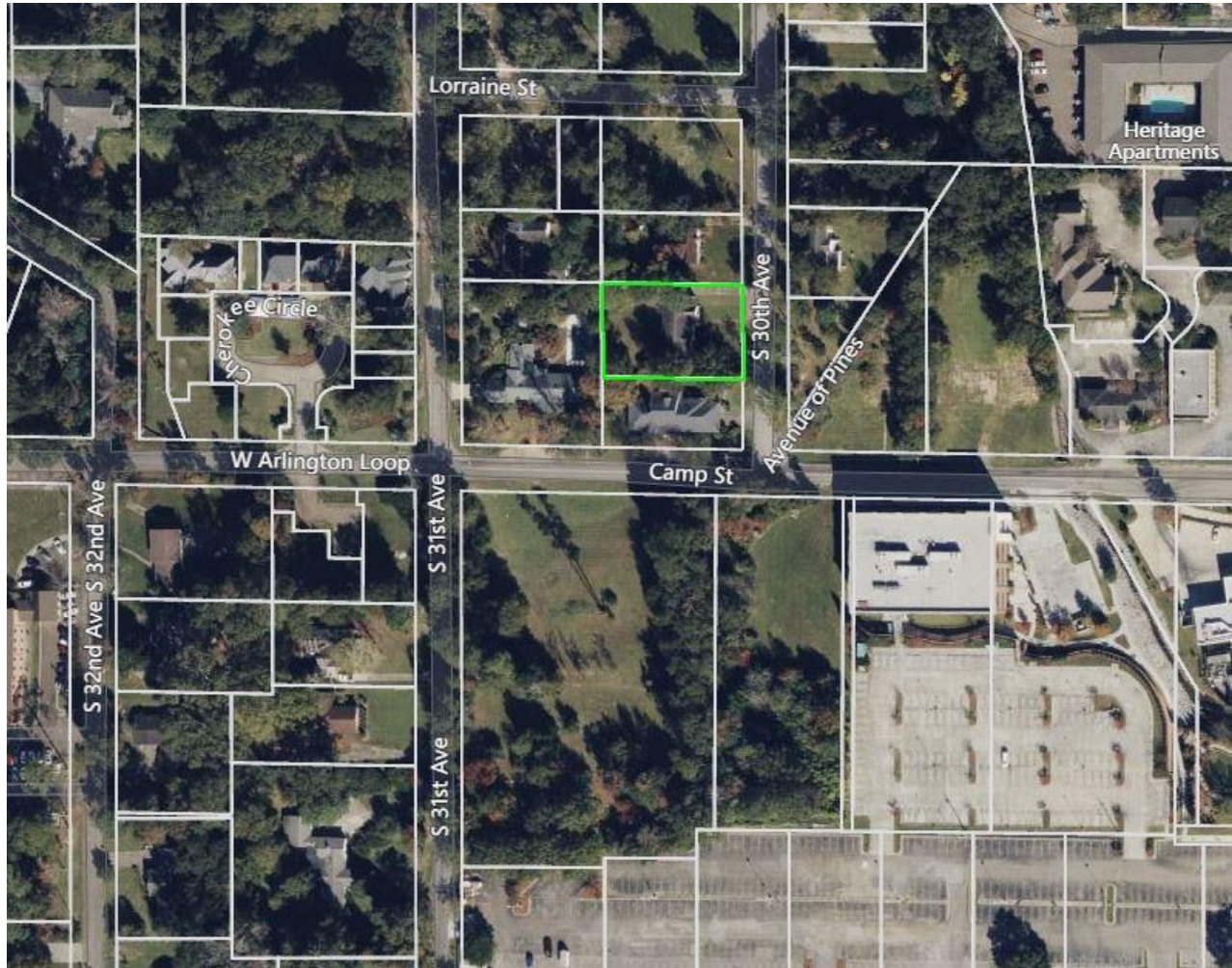
Final Reconciliation of Value

	Before	After	Difference
Sales Comparison Approach	\$248,660	\$238,250	\$10,410
Cost Approach			
Income Approach			

Reconciliation	<i>Explain the appropriateness of the approaches, the accuracy of the data and calculations, and the quantity and quality of the data presented relative to the scope of the assignment and the specific appraisal problem.</i>
Several land sales were confirmed and researched in the subject neighborhood. These sales provided a good market value indication. After researching the local sales, a unit value of \$16.00/sf was concluded. The sales approach was considered the best method at valuing the subject site. A replacement cost for the loss of landscaping in the proposed easement area equals \$675. This was added to the before value resulting in a total before value of \$248,660. In the after condition, the property will be similar in size containing +/-14,979 square feet. The same unit value was applied in the after condition. A temporary easement area containing 507 square feet will be retained for the duration of the construction period estimated to be 2 years. The same unit value was applied in the after condition resulting a total after value of \$238,250. The difference in the before and after values was considered the just compensation of \$10,410.	

The difference between the Fair Market Value of the whole tract and the remainder is **\$10,410** as of May 26th, 2023, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

TAX MAP



Addenda

Terms and Definitions

Agency- the Federal Agency, State, State Agency, or person that acquires real property or displaces a person.

Appraisal- a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

Uneconomic Remnant- a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner.

Total Ownership- the total amount of contiguous property, under the ownership of a single legal entity, as indicated by the map provided to the appraiser by the client for an appraisal assignment.

Whole Tract- that amount of property, within the "Total Ownership", as determined by the appraiser, to be affected by the acquisition. The *whole tract* is defined by the appraiser, and may be determined to be the same as the total ownership, or some defined area that is less than the "Total Ownership".

Larger Parcel-²that tract, or tracts, of land which possess a unity of ownership and have the same, or an integrated, highest and best use. Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. Mississippi Case Law recognizes this concept but refers to it by use of the phrases "Highest and Best Use areas" or "Highest and Best Uses"³ Designation of the Larger Parcel, for appraisals performed in connection with the disposal of excess property, may require the adoption of a hypothetical condition regarding "unity of ownership".

Excess Property "(2)...whenever real property, with the exception of easements for highway purposes, has been acquired by the City of Hattiesburg, in any manner, for public use and in the opinion of the commission all or any part thereof becomes unnecessary for public use, the same shall be declared on the minutes of the commission as excess property and sold at private sale at market value."⁴

Disposal as used in the appraisal of excess property, "means the sale of real property rights therein, including access or air rights, when no longer needed for highway right-of-way or other uses eligible for funding under title 23 of the [U.S.] Code"⁵

Fair Market Value- Fair Market Value is value in exchange. It is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".⁶

Effective Date – The date at which the analyses, opinions, and advice in an appraisal, review, or consulting service apply. (USPAP, 2002 ed.) Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 4th Edition.

² The Uniform Appraisal Standards for Federal Land Acquisitions, Interagency Land Acquisition Conference, Published by the Appraisal Institute with the cooperation of the U.S. Department of Justice, Washington, D.C. 2000,

³ Oughton v. Gaddis, 683 So.2d 390 (Miss. 1996)

⁴ Mississippi Code of 1972, Annotated, § 65-1-123

⁵ United States Code, 23 CFR 710.105

⁶ *Potters II v. State Highway Comm'n of Mississippi*, 608 So. 2d 1227, 1231 (Miss. 1992).

Date of the Report – The date of the transmittal letter of a written report or the date a written report lacking a transmittal letter is completed by the appraiser. The date of an oral report is the date it is communicated to or for the client. The date of the report may or may not be the same as the effective date of the appraisal. (USPAP, 2002 ed.) Source: Appraisal Institute, The Dictionary of Real Estate Appraisal, 4th Edition.

Highest and Best Use- The best or most valuable use to which the property, [.....], is adapted. Mere speculative uses cannot be considered. There must be some probability that the land would be used within a reasonable time for the particular use to which it is adapted. There must be a present demand for the land for such purpose or a reasonable expectation of such demand in the near future.⁷

Before and After Rule [Mississippi]- When part of a larger tract of land is taken for public use, the owner should be awarded the difference between the fair market value of the whole tract immediately before the taking, and the fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.⁸ Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.⁹

Before Value- The fair market value of the whole tract immediately before the taking.¹⁰

After Value- The fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that are shared by the general public.

Due Compensation¹¹- Just Compensation¹² the value of the land taken and the damages, if any, which result... as a consequence of the taking, without considering either general benefits or injuries resulting from the use to which the land taken is to be put, shared by the general public.¹³

Damages to Remainder- *[In the context of valuation under the Before and After Rule, it is]* the depreciation in the fair market value of the remaining area, ...that is special, and not such as is common to all the property in the neighborhood.¹⁴ In determining damages, if any, to the remainder if less than the whole of a defendant's interest in property is taken, nothing shall be deducted there from on account of the supposed benefits incident to the public use for which the petitioner seeks to acquire the property.¹⁵

Cost-to-Cure Damages [the cost or costs associated with] the necessity of rebuilding fences and wells, the necessity of relocating roads, and other similar items. [Such] items are all part of the depreciated value of the property, since the landowner is required to do this construction in order to use the property in the manner in which it has been used or for which it is best adapted.¹⁶

Extraordinary Assumption – (USPAP definition) an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions.

⁷ MSHC v. Brooks, 123 So.2d 423, 427 (1960); MSHC v. Wagley, 231 So.2d 507 (1970);

⁸ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

⁹ Mississippi Code of 1972, Annotated, Section 43-37-3

¹⁰ Potters II v. MSHC, 608 So. 2d 1227 (Miss. 1992); MSHC v. Hillman, 189 Miss. 850, 198 So. 565 (1940)

¹¹ Constitution of Mississippi, Article 3, § 17

¹² Mississippi Code of 1972, Annotated, Section 43-37-3

¹³ MSHC v. Hillman, 198 So. 565;

¹⁴ MSHC v. Colonial Inn, Inc. 149 So.2d 851;

¹⁵ Mississippi Code of 1972, Annotated, Section 11-27-21;

¹⁶ Emerson v. MSHC, 208 So.2d 441

Hypothetical Condition – (USPAP definition) that which is contrary to what exists but is supposed for the purpose of analysis.

Intended User – the client and any other party as identified, by name or type, as users of the appraisal, appraisal review, or appraisal consulting report by the appraiser on the basis of communication with the client at the time of the assignment.

Jurisdictional Exception – an assignment condition that voids the force of a part or parts of USPAP, when compliance with part or parts of USPAP is contrary to law or public policy applicable to the assignment.

Supplemental Standards – requirements issued by government agencies, government sponsored enterprises, or other entities that establish public policy which add to the purpose, intent and content of the requirements of USPAP, that have a material effect on the development and reporting of assignment results.

Plottage The increment of value created when two or more sites are combined to produce greater utility. See also assemblage.

Assemblage The combining of two or more parcels, usually but not necessarily contiguous, into one ownership or use; the process that creates plottage value. (USPAP, 2002 ed.) See also plottage.

Assemblage Cost The excess cost incurred to acquire individual adjacent parcels of real estate in a single ownership beyond the estimated cost of acquiring similar sites that do not form a specifically desired assemblage.

Scope of Work “The Scope of Work is a written set of expectations that form an agreement or understanding between the appraiser and the agency as to the specific requirements of the appraisal, resulting in a report to be delivered to the agency by the appraiser. It includes identification of the intended use and intended user; definition of fair market value; statement of assumptions and limiting conditions; and certifications, the type and extent of research and analyses in an assignment. Either the appraiser or the agency may recommend modifications to the initial Scope of Work, but both parties must approve changes.”¹⁷

¹⁷ Federal Highway Administration, Guide For Preparing An Appraisal Scope of Work, October, 2005

MIDTOWN DISTRICT:

The goal of Midtown In Motion - Midtown Hattiesburg Master Plan is to create a walkable, workable, livable mixed use community that connects people to living, shopping, dining, entertainment, educational, medical, cultural, and recreational venues.

The underlying elements of the Midtown Plan are:

- Diversified
- Sustainable
- Livable
- Multi-Modal
- Connected
- Predictable
- Neighborhood Friendly
- Environmentally Sensitive

The Master Plan uses to its advantage Midtown's strategic location among the region's major economic drivers – Forrest General Hospital, Hattiesburg Clinic, and The University of Southern Mississippi to become a highly successful and sustainable mixed use community. The tremendous number of employees and visitors garnered by these three institutions creates significant demand for an array of residential, retail, office, entertainment, and cultural venues.

Forrest General Hospital • 3,200 Employees/Staff • 30,600 Annual Admissions • 18,000 Visitors Per Month

Hattiesburg Clinic • 1,800 Employees/Staff • 50,000 Visitors Per Month

The University of Southern Mississippi • 2,300 Employees/Faculty • 14,850 Students • 36,600 Visitors Per Month.

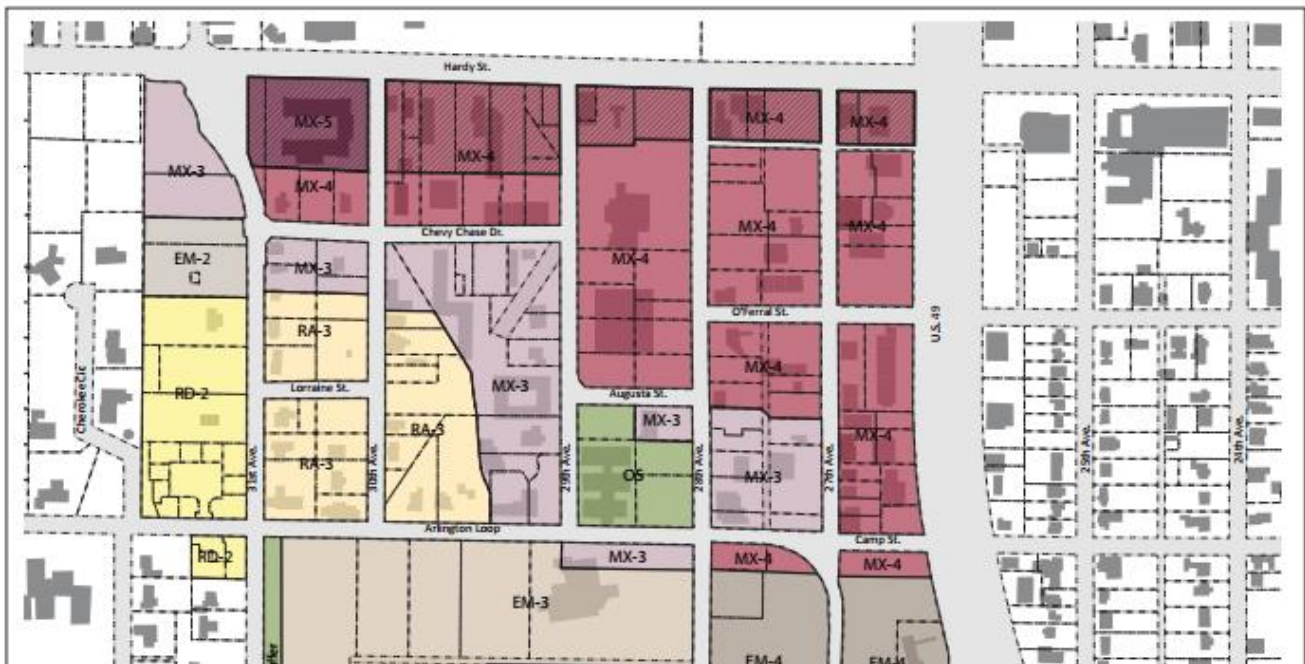
http://www.code-studio.com/hattiesburg/Midtown-MasterPlan-Draft_May-31-2013.pdf



Chapter 1:
Planning Context

Sec. 2.2. Midtown Form-Based Code Zoning Map

The following map is established and made a part of the City of Hattiesburg Official Zoning Map.



NORTHEAST AREA



In general, this is the most intense portion of Midtown, allows the highest and most intensive buildings and uses. Also serves as the central focal point for the area.



Key Recommendations

- A** Entrance to USM enhanced and realigned, median formalized with monument and replanted. Speed table with USM Golden Eagle added to slow traffic.
- B** Three-story buildings with ground floor retail and apartments above fronting Hardy St. and 29th Ave create gateway into heart of Midtown.
- C** One-story university-oriented retail buildings (books, clothing, music, coffee shop) front Hardy St.
- D** 27th Ave closed to vehicular traffic and transformed into permanent outdoor space for dining and entertainment, public gathering or open air market.
- E** Three-story buildings with ground floor retail/office and apartments above front 29th Ave. Three-story university-oriented apartments front 28th Ave. Two-story parking deck serves surrounding development.
- F** Three- to four-story university-focused apartments front 28th Ave, O'Ferral St. and US 49 with 27th Ave serving as access to parking (higher densities could be achieved if structured parking provided). Ground floor corner units front US 49 could be reserved for retail-oriented uses.
- G** One-way travel way with reverse-angle parking and extensive landscaped buffering of US 49. Access moved from Hardy St. to US 49.
- H** Chevy Chase extended between 29th and 28th Avenues to enhance connectivity.
- I** Forrest General Support Services building serves as Midtown focal point.
- J** O'Ferral reconfigured with a median, stormwater captured within the median enhances water quality and stormwater runoff. Serves as a gateway into Midtown.
- K** Civic square with amphitheater serves as Midtown focal point, single-story active retail uses (coffee shops, cafes, restaurants) surround and frame the square.
- L** Three- to four-story university-focused apartments front O'Ferral and wrap corner of 28th Ave. Two-story parking deck serves surrounding development.
- M** 40,000 square foot grocery store with single-story retail line Arlington Loop.
- N** Two- to three-story office/condo building with Community Bank to the south retained.



Promote Additional Housing Opportunities
Student Housing at Hardy & 49

The University of Southern Mississippi's 14,850 students, of which only 3600 are accommodated in on-campus housing, with the remainder living off-campus either at home with their parents or in rental apartments miles away from campus, represent a major housing demand audience. Many students are seeking off-campus housing close to the campus - of which there is a limited supply, particularly within new apartment complexes.

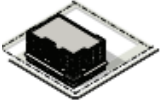
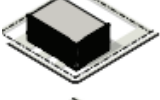
There is an opportunity, working with The University of Southern Mississippi, to tap into this large base of off-campus students. Creating a residential/retail/dining/entertainment development just steps from campus would not only be attractive to many of those commuting to campus today, but to future students who are looking for a university setting in proximity to an active "downtown."



Conceptual design of the subject site from Midtown in Motion.org

Sec. 3.2. Building Types Allowed by District

Building types are allowed by district as set forth below.

BUILDING TYPE		Mixed Use (MX-3, -4, -5)	Hardy Street Overlay (-HS)	Employment (EM-2, -3)	Employment (EM-4, -6, -9)	Residential Attached (RA-3)	Residential Detached (RD-2)
	Mixed Use Building	P	P				
	Shopfront Building	P	P				
	General Building	P	P	P	P		
	Civic Building	P	P	P	P	P	P
	Apartment Building	P		P			
	Apartment Court	P		P			
	Garden Apartment	P		P		P	
	Stacked Flat	P		P		P*	
	Townhouse	P		P		P	
	Cottage Court					P	P
	Detached House					P	P

Key: P = Permitted Blank Cell = Not Permitted

* In RA-3, a stacked flat is only allowed on a lot located at the intersection of two public streets.

Sec. 4.4. Permitted Use Table

Uses are allowed by district as set forth below.

	MX -3, -4, -5	EM -2, -3	EM -4, -6, -9	RA -3	RD -2	OS	Definition/ Use Standard
Residential Uses							
Dwelling, detached	X	X	X	P	P	X	Sec. 4.5.A.1
Dwelling, attached	P	P	X	P	X	X	Sec. 4.5.A.2
Dwelling, multi-family	P	P	X	P	X	X	Sec. 4.5.A.3
Assisted living facility, nursing home	P	P	P	X	X	X	Sec. 4.5.A.4
Bed and breakfast residence (up to 5 rooms)	P	P	X	P	PC	X	Sec. 4.5.A.5
Bed and breakfast inn (6 to 12 rooms)	P	P	P	PC	X	X	Sec. 4.5.A.6
Day care center	P	P	P	PC	X	X	Sec. 4.5.A.7
Independent living facility	P	P	P	X	X	X	Sec. 4.5.A.8
Retail Uses							
Amusement and recreation facilities, indoor	P	P	P	X	X	X	Sec. 4.5.B.1
Art gallery	P	P	P	L	X	X	Sec. 4.5.B.2
Bank	P	P	P	X	X	X	Sec. 4.5.B.3
Bar, lounge	P	X	X	X	X	X	Sec. 4.5.B.4
Personal service	P	X	X	L	X	X	Sec. 4.5.B.5
Professional studio, photography, drama, dance, gymnastics	P	X	X	X	X	X	Sec. 4.5.B.6
Repair service	P	X	X	L	X	X	Sec. 4.5.B.7
Restaurant	P	X	X	L	X	X	Sec. 4.5.B.8
Retail sales	P	X	X	L	X	X	Sec. 4.5.B.9
Commercial Uses							
Ambulance service	P	P	P	X	X	X	Sec. 4.5.C.1
Hotel, motel (13 or more rooms)	P	X	X	X	X	X	Sec. 4.5.C.2
Hospice	P	P	P	X	X	X	Sec. 4.5.C.3
Hospital	X	P	P	X	X	X	Sec. 4.5.C.4
Medical clinic, office	P	P	P	X	X	X	Sec. 4.5.C.5
Office	P	P	P	L	X	X	Sec. 4.5.C.6
Parking lot or garage	PC	PC	PC	X	X	X	Sec. 4.5.C.7
Veterinary clinic	L	L	L	X	X	X	Sec. 4.5.C.8

Key: P = Permitted by-right

PC = Planning Commission review required

L = Use permitted subject to use standards specified in cross-reference

X = Not permitted

Note: None of the above permitted uses include an "adult entertainment establishment" as defined in the Land Development Code.

	MX -3, -4, -5	EM -2, -3	EM -4, -6, -9	RA -3	RD -2	OS	Definition/ Use Standard
Civic Uses							
Amphitheater	X	X	X	X	X	P	Sec. 4.5.D.1
College, university	P	P	P	X	X	X	Sec. 4.5.D.2
Museum, library	P	P	P	X	X	X	Sec. 4.5.D.3
Park, playground	P	P	P	P	P	P	Sec. 4.5.D.4
Place of worship	P	P	P	PC	PC	X	Sec. 4.5.D.5
School, K-12	P	P	P	PC	PC	X	Sec. 4.5.D.6
Semi-public use	P	P	P	X	X	X	Sec. 4.5.D.7
Accessory Uses							
Drive-thru	PC	PC	PC	X	X	X	Sec. 4.5.E.1
Carriage house	X	X	X	P	P	X	Sec. 4.5.E.2
Home care center	P	P	P	P	P	X	Sec. 4.5.E.3
Home occupation	L	L	L	L	L	X	Sec. 4.5.E.4
Utility service	P	P	P	P	P	X	Sec. 4.5.E.5

Key: P = Permitted by-right

PC = Planning Commission review required

L = Use permitted subject to use standards specified in cross-reference

X = Not permitted

Note: None of the above permitted uses include an "adult entertainment establishment" as defined in the Land Development Code.

Legal Description(s)
(attached)

SOUTH 31ST AVE (50' Right-of-Way)

LOT 12

LINE	BEARING	DISTANCE
L1	N 88°55'03" W	5.05'
L2	N 00°08'13" E	101.46'
L3	S 89°24'28" E	5.20'
L4	S 00°13'37" W	101.50'
L5	N 88°55'03" W	5.00'
L6	N 00°08'13" E	101.42'
L7	S 89°24'28" E	5.00'

Legend

- Found Rebar
- Set #5 Rebar w/ Cap
- Temporary Construction Easement
- Property Line
- Original Lot Line
- Right-of-Way Line (Existing)
- Right-of-Way Line (Proposed)

LOT 4

Ladre LLC.
Lot 5 & PART OF LOTS 4 & 6 Block 7
MONTE VISTA TERRACE

Temporary Construction Easement
(0.012 Acres±)
507 Sq.Ft.

LOT 5

LOT 6

POINT OF BEGINNING
Temporary Construction Easement
Set #5 Rebar w/ Cap
N:662779.76 E:827787.64

LOT 7

ARLINGTON LOOP (50' Right-of-Way)

SOUTH 30TH AVENUE

L7

L3

L6

L2

L5

L1

N 00°24'02" E 76.54'

Tract I
(0.012 Acres±)
520 Sq.Ft.

POINT OF BEGINNING
Tract I
Found ½" Pipe
N:662779.67 E:827792.69

POINT OF COMMENCEMENT
Tract I
Found ½" pipe
SE corner of Lot 7, Block 7,
Monte Vista Terrace,
Forrest County, Mississippi
N:662703.13 E:827792.15
Scale Factor: 0.99997804
Convergence: -0° 15' 38"



BARSCALE
1"=50'

General Notes

Horizontal datum shown on this drawing is based on the Mississippi State Plane Coordinate System, East Zone (NAD 83)(2011) epoch 2010.00 and NAVD 88 (Geoid 12A).

Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plat :

Monte Vista Terrace Subdivision Plat

Title examination by Jaskson, Tullos, Rogers & Morgan, PLLC

CERTIFICATION

This map or plat and the survey upon which it is based, meets, or exceeds the Standards of Practice for Surveying as defined in Rule 21.0 of the Mississippi Board of Licensure for Professional Engineers and Surveyors Rules and Regulations of Procedure dated August 1, 2015 for a Class B Survey.

This map or plat is not valid without the original seal and signature of the responsible Professional Land Surveyor.

Field Surveys complete December 2022
Date: December 8, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

Legal Description Tract 1

A proposed tract of land containing 0.012 acres (520 square feet), more or less, situated in lot 5 and part of lots 4 and 6, Block 7 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997804, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described Beginning point and being more particularly described as follows:

- Commencing at a ½" pipe found located at the Southeast corner of said Lot 7, Block 7 having a MS State plane coordinate of N:662703.13 E:827792.15;
- Thence along the East line of said Block 7, North 00 Degrees 24 Minutes 02 Seconds East 76.54 feet to a ½ inch pipe found (N:662779.67 E:827792.69), said point being the POINT OF BEGINNING;
- Thence North 88 degrees 55 minutes 03 seconds West 5.05 feet to a #5 rebar and cap set;
- Thence North 00 degrees 08 minutes 13 seconds East 101.46 feet to a #5 rebar and cap set;
- Thence South 89 degrees 24 minutes 28 seconds East 5.20 feet to ½ inch pipe found;
- Thence South 00 degrees 13 minutes 37 seconds West 101.50 feet to the POINT OF BEGINNING;

Legal Description Temporary Construction Easement:

A proposed Temporary Construction easement containing 0.012 acres (507 square feet), more or less, situated in lot 5 and part of lots 4 and 6, Block 7 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997804, a convergence angle of -0 degrees 15 minutes 38 seconds developed at the below described commencing point and being more particularly described as follows:

- Commencing at a ½" pipe found located at the Southeast corner of said Lot 14, Block 7 having a MS State plane coordinate of N:662703.13 E:827792.15; thence along the East line of said Block 7, North 00 degrees 24 minutes 02 seconds East 76.54 feet to a ½ inch pipe found; thence North 88 degrees 55 minutes 03 seconds West 5.05 feet to a #5 rebar and cap set (N:662779.76 E:827787.64), said point being the POINT OF BEGINNING;
- Thence North 88 degrees 55 minutes 03 seconds West 5.00 feet to a #5 rebar and cap set;
- Thence North 00 degrees 08 minutes 13 seconds East 101.42 feet to a #5 rebar and cap set;
- Thence South 89 degrees 24 minutes 28 seconds East 5.00 feet to a #5 rebar and cap set;
- Thence South 00 degrees 08 minutes 13 seconds West 101.46 feet back to the POINT OF BEGINNING;

MAPTECH, INC.
Surveying Mapping Remote Sensing

3181 GREENFIELD ROAD JACKSON, MISSISSIPPI 39208-8706
PHONE (601) 664-1666 MAPTECH-SURVEY.COM

Proposed Right-of-Way Take
for
LARDE LLC
Lot 5 & part of Lots 4 & 6, Monte Vista Terrace
City of Hattiesburg, Forrest County, Mississippi
ppin 20851

DRAWING No.:NS16886_mid 26.dwg JOB No.:NS.16886.000

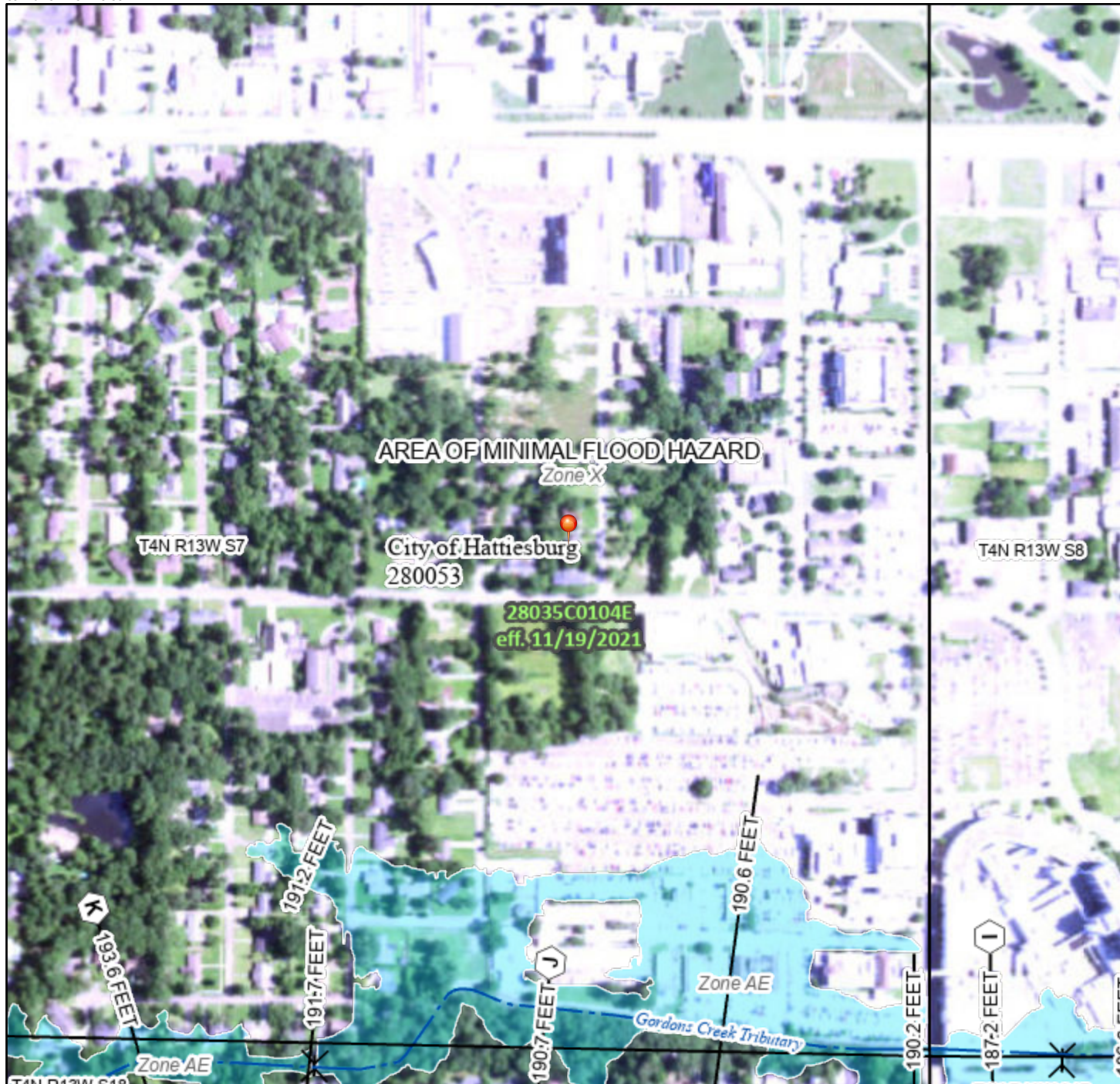
DRAWN BY: J. Byrd CHECKED BY: J. Black

SCALE: 1"=50' DATE: 12/8/2022 SHEET 1 of 1

National Flood Hazard Layer FIRMette



89°20'23"W 31°19'33"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard Zone D
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance
		17.5 Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **6/6/2023 at 9:03 AM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Forrest County Mississippi



Delta Computer Systems, Inc.

Property Link

FORREST COUNTY, MS

Current Date 6/ 6/2023

Tax Year 2022

Records Last Updated 6/ 6/2023

PROPERTY DETAIL

OWNER LADRE LLC **ACRES** : **NA**
 C/O ANDREW DEWS **LAND VALUE** : 28850
 3011 ARRLINGTON LOOP **IMPROVEMENTS** : 59350
 HATTIESBURG MS 39401-0000 **TOTAL VALUE**: 88200
ASSESSED : 13231

PARCEL 2-028N-07-065.00**ADDRESS** 309 S 30TH AVENUE**TAX INFORMATION**

YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	866.63	866.63	0.00
CITY	702.96	702.96	0.00
SCHOOL	874.30	874.30	0.00
TOTAL	2443.89	2443.89	0.00

LAST PAYMENT DATE 12 / 29 / 2022**MISCELLANEOUS INFORMATION**

EXEMPT CODE **LEGAL** S 1/2 LOT 4 & ALL 5 & N 1/2 6
HOMESTEAD CODE None **BLK** 7
TAX DISTRICT 1110 **PREV #**:H0584-07-003
PPIN 020851 **MONTE VISTA TERRACE**
SECTION 07
TOWNSHIP 04N
RANGE 13W

B 1272 P 0296 02/16/2018

Book 1272**Page** 0296[PURCHASE COUNTY TAX SALE FILES](#)**TAX SALES HISTORY, FOR UNPAID TAXES**

<u>Year</u>	<u>Sold To</u>	<u>Redeemed Date/By</u>
-------------	----------------	-------------------------

NO TAX SALES FOUND

[View Appraisal Record](#)

Back

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QUALIFICATIONS OF ZACHARY H. FAIRLEY

Professional Designations & Affiliations

- ◆ State Certified General Real Estate Appraiser in the State of Mississippi, #GA-1418

Related Job Experience

Zac Fairley Appraisals, LLC December 2019 – Present

Owner - Appraise all forms of real estate, including commercial, industrial, residential, multi-family, subdivision developments, right-of-way, partial interest, and timber land properties.

Collins and Null Appraisals, Inc. April 2007- October 2019

Real Estate Appraiser - Appraise all forms of real estate, including commercial, industrial, residential, rights-of-way, partial interest and timber land. Also includes preparation of documents for court proceedings, review of peer appraisals and expert witness testimony.

Academic Background

Petal High School- Petal, MS - (2003)

High School Diploma

Jones County Junior College - (2005)

Associate of Arts Degree in Business Administration

The University of Southern Mississippi - (2012)

Bachelor of Science in Business Administration (Real Estate, Finance)

Professional Education

Appraisal Principles Course (110) - Dallas, TX	Appraisal Institute	2012
Appraisal Procedures Course (120) - Dallas, TX	Appraisal Institute	2012
Standards of Professional Practice, USPAP - Dallas, TX	Appraisal Institute	2012
Business Practices & Ethics (MAB #49249) Online	Appraisal Institute	2013
General Site Valuation and Cost Approach - Houston, TX	Appraisal Institute	2013
Residential Market Analysis and Highest & Best Use (MAB #7325)	Appraisal Institute	2014
Residential Site Valuation and Cost Approach (MAB #49132)	Appraisal Institute	2014

Residential Sales Comparison and Income Approach	Appraisal Institute	2014
Residential Report Writing and Case Studies	Appraisal Institute	2014
Condemnation Appraising: Principles & Applications (MAB #49179)	Appraisal Institute	2015
USPAP Update (2016-2017)	Appraisal Institute	2016
105 The Uniform Act - Executive Summary	MDOT	2016
General Appraiser Sales Comparison Approach (MAB#49264)	Appraisal Institute	2017
Real Estate Finance, Statistics, and Valuation Modeling (MAB#49442)	Appraisal Institute	2018
USPAP Update (2018-2019)	Appraisal Institute	2018
General Appraiser Income Approach, Part 1 (MAB#49573)	Appraisal Institute	2018
General Appraiser Income Approach, Part 2 (MAB#49342)	Appraisal Institute	2019
General Appraiser Market Analysis & Highest and Best Use (MAB#49647)	Appraisal Institute	2020
Valuation Impacts from Covid-19	Appraisal Institute	2020
General Appraiser Report Writing & Case Studies (MAB#49729)	Appraisal Institute	2020
Advanced Income Capitalization (MAB#49604)	Appraisal Institute	2020
2020-2021 15-Hour Equivalent USPAP (MAB#50212)	Appraisal Institute	2021
2022-2023 7-Hour USPAP Update (MAB#50355)	McKissock	2022

State of Mississippi
MISSISSIPPI REAL ESTATE APPRAISER LICENSING
AND CERTIFICATION BOARD

LICENSE # GA-1418

STATUS: ACTIVE

ZACHARY HUNTER FAIRLEY

HAS BEEN GRANTED A LICENSE AS A
STATE CERTIFIED GENERAL APPRAISER

Effective Date:
05/25/2022



Expiration Date:
05/31/2024

SIGNATURE OF LICENSEE

Robert E. Praytor, Administrator



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones
cc: Ann Jones, Chief Administrative Officer
Date: Tuesday, June 20, 2023
Re: Approve Engagement Agreement between City of Hattiesburg and Landarc Consulting Group, Inc., for professional landscape architectural services related to the I-59/98 Interchange and authorize Mayor to execute the same.
File Number: 2023-398
Minute Book #

Summary

Approve Engagement Agreement between City of Hattiesburg and Landarc Consulting Group, Inc., for professional landscape architectural services related to the I-59/98 Interchange and authorize Mayor to execute the same.

Recommendation Statement

I recommend this item be added to the Council agenda for consideration.

Please place this on the June 20, 2023 City Council meeting for consideration.

Landarc Consulting Group, Inc

Landscape Architecture-Site Planning

308 4th Ave, Hattiesburg, MS 39401

Phone 601-582-1198 Cell 601-606-0089

e-mail: tom@landarcgroup.net

6-8-2023

Mayor Toby Barker
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

RE: Bid Documents: PHASE ONE Concrete Fence on the I-59/98 Bridge Interchange,
Hattiesburg, MS

Dear Mayor:

It is my pleasure to submit the following proposal for bid documents for the above referenced project.

Contract Documents:

We will prepare bid document plans for the above referenced project.

The documents will include the following:

- 1) Base Plan of the Eastern property lines of Interchange
- 2) Detail drawings for Concrete Fence
- 3) Complete layout plans, design, and specifications for:
 - a) wall with graphics
 - b) footing details
- 4) Bid Documents, Advertisements, Bid opening adhering to Mississippi Bid Requirements.

We agree to provide these professional services in accordance with generally accepted standards of its profession. We agree to put forth reasonable efforts to comply with all codes, regulations and laws in effect as of the date of our agreement.

page two: Bid Documents: I-59 Bridge Lighting Contract Documents: Landarc Consulting Group, Inc Proposal

Our agreement includes: Contract Documents, Advertisement for Bids, Receive Bids, Award Bids with Contract and City Approval....This agreement includes construction administration for the completion of the project.

Compensation:

Estimated Bid Cost: \$ 350,000- \$ 400,000

The above design construction bid documents for this project will be done for a lump sum of \$ 32,000. Addition work will be on an hourly basis as follows:

Principal	\$ 150
Landscape Architect/Project Manager	\$ 115
Architect	\$ 150
Electrical Engineer	\$ 150
Landscape Architect I	\$ 95
Staff Designer	\$ 80
Administrative Staff	\$ 45

Please let me know if you need any further information.

We look forward to working with you and the City of Hattiesburg on this project.

Respectfully submitted,



Thomas H. Eaves, ASLA
Registered Landscape Architect

Approved By: _____
City of Hattiesburg

Date: _____



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Deputy Director
cc:
Date: Tuesday, June 20, 2023
Re: Approve Memorandum of Agreement (MOA) with the Mississippi Department of Transportation for the Fourth Street Pathway, 38th to 34th project (STP-7194-00(004)LPA/109375-701000) and authorize the Mayor to execute in duplicate.
File Number: 2023-409
Minute Book #

Summary

Approve Memorandum of Agreement (MOA) with the Mississippi Department of Transportation for the Fourth Street Pathway, 38th to 34th project (STP-7194-00(004)LPA/109375-701000) and authorize the Mayor to execute in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 20, 2023 City Council meeting for consideration.

Brad White
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7249
FAX (601) 359-7050
GoMDOT.com



Brian D. Ratliff
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Charles R. Carr
Director, Office of Intermodal Planning

16499-B Highway 49, Saucier, Mississippi 39574-9740
May 31, 2023

Mr. Toby Barker,
Mayor, City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

RE: Memorandum of Agreement, MOA
Fourth St. Pathway, 38th to 34th – STP-7194-00(004)LPA / 109376-701000

Dear Mr. Barker,

The above referenced federal aid project has been assigned a project number:
STP-7194-00(004)LPA / 109736-701000. This number should be used in its entirety on all
correspondence for this project.

Attached are the duplicate copies of the Memorandum of Agreement, MOA, for the above
referenced project for your review and processing. The MOA outlines responsibilities and funding
as required by the MDOT project development manual, PDM, for federal funding. Please execute
the MOA in duplicate and return with governing council or board minutes signifying approval.
Please mail to:

Mississippi Department of Transportation
Attn: David Seyfarth
16499-B Highway 49
Saucier, MS 39574-9740

In accordance with the MOA, please remember to include the MDOT in any public relations
activities or press release for this project. The MDOT public relations liaison for District VI is
Michael Flood, telephone number 601-359-7020. Should you need additional information, contact
my office at 228-832-0682.

Sincerely,

Chuck Starita, PE
Asst. District 6 LPA Engineer

cc: Project File 16-10 w/ attachments

STP-7194-00(004)LPA / 109376-701000
Fourth St. Pathway
Hattiesburg, MS

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "Commission"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Hattiesburg (hereinafter referred to as the "LPA"), for the purpose of establishing the terms under which the LPA may utilize federal funds to complete the proposed project as described below, effective as of the date of the last execution by the Commission.

WHEREAS, the Commission has oversight responsibility and authority over federal funds that are available for local public agency projects; and

WHEREAS, the LPA intends to develop and construct Fourth St. Pathway; (hereinafter referred to as the "Project"), and the Commission intends to allow the LPA access to available federal funds and manage the Project under the terms and provisions of this Memorandum of Agreement; and

WHEREAS, it is anticipated that approximately \$500,000.00 in federal funds (80% grant match and 20% local match) are available for the construction of the Project, and that the above mentioned federal funds may be rescinded if they are not obligated on or before N/A, and that the above funds are subject to normal rescissions and obligational limitations; and

WHEREAS, the LPA will be responsible for all Project costs over and above the maximum amount of federal funds allocated to the Project by the Commission;

WHEREAS, the Commission and the LPA desire to set forth, by this Agreement, more fully, the agreements of the parties by which the Project will be developed and completed; and

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the Commission enter into this Memorandum of Agreement for the use of the currently available federal funds and any future federal funds that may be allocated to this Project, agree and covenant as follows:

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, hereby contracts, covenants and binds itself to the following responsibilities, duties, terms and conditions:

1. The LPA shall immediately designate a full time employee of the LPA as the Project Director, who will serve as the person responsible for completion of all phases of the Project and will coordinate all Project activities with the MDOT District LPA Engineer.
2. The LPA shall promptly follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies that are necessary for the Project

including, but not limited to, project activation, reporting requirements for federal awards (including the single audit), consultant selection, necessary permits, environmental process, preliminary design, right-of-way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out activities.

3. The LPA shall submit to MDOT four (4) complete sets of as-built plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.

4. The LPA shall be responsible for all maintenance and operation of the Project during and after completion so that the federal investment in the Project is preserved. If maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency, or the Commission may seek recovery of federal funds through all available legal actions.

5. The LPA shall follow and abide by any and all federal requirements, specifically, but not limited to, the provisions that no retainage shall be withheld from installment payments to the construction contractor.

6. The LPA agrees that if any act or omission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.

7. In compliance with State Law, the LPA shall pay all payments owed to Contractors and Consultants according to the terms of the contract, and in all instances payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold reimbursement until adequate proof of payment has been produced by the LPA.

Excepted from this requirement are payments to railroads for any work included in the Project. Payments to railroads, their consultants or contractors, for work included in the Project, may be made by MDOT, at its sole discretion. Payments made by MDOT to railroads, their consultants or contractors shall come from the funds obligated for the Project.

8. The LPA shall be solely responsible for payment of any and all funds required to complete the Project, over and above the available federal funds for the Project.

9. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the Commission, the Department of Employment Security, the Department of Revenue, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

10. The LPA will be required to acknowledge MDOT and FHWA in all public relations efforts for the Project including press releases, materials for groundbreakings, ribbon cuttings or other public events and any other public information or media resources by notifying the MDOT Public Affairs Division, via telephone at 601-359-7074 or by electronic mail at comments@mdot.ms.gov. At a minimum, the following example sentence should be included:

"This project was funded (partially) by the Mississippi Department of Transportation and the Federal Highway Administration."

When appropriate, an invitation should be extended to MDOT Public Affairs for the Transportation Commissioner, MDOT Executive Director or other designee to speak at any official public ceremony for this Project.

11. The LPA agrees that if the Project is not kept upon a schedule that meets MDOT guidelines, then the funds allocated to the Project may be rescinded. If the Project funds are rescinded, then the LPA may be required to refund any amounts paid unto the LPA by MDOT. The MDOT guidelines are derived from Title 23, United States Code, Section 102(b) and Title 23, Code of Federal Regulations, Part 630.112(c)(2).

12. The LPA will be required to submit to the District LPA Engineer monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work that has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule that will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards to prevent fraud and overpayments. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

14. The LPA agrees that any planning studies prepared or produced, as part of, or in conjunction with, this Project, shall in no way obligate the Commission to any other terms or conditions other than those stated herein.

15. The LPA, being classified as a lower tier participant in federal funding, certifies, by execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

16. The LPA agrees that it will require that engineering plans prepared for the construction of the Project be signed and sealed by the professional engineer responsible for preparation of the plans. This requirement applies to the engineer assigned to the Project by a consulting engineering firm under contract to the LPA, or to an engineer that is a full-time, or part-time employee of the LPA. Further, the LPA agrees that it is solely responsible for errors and omissions that occur during Project development or during construction, regardless of any review or oversight activity on the part of MTC/MDOT.

17. The LPA agrees that once construction of the Project has commenced, the LPA is responsible for the Project being completed according to the plans and specifications, addenda or supplemental agreement as amended. The LPA acknowledges and agrees that this responsibility continues after the federal funds provided through MDOT are exhausted.

18. The LPA process is a reimbursement process, and as such if an LPA is found to have requested reimbursement prior to payment made the LPA will be held in violation of the intent of this MOA. If an LPA is found to be in violation then the LPA will be subjected to a higher level of scrutiny in review of their financial documents, and may be required to submit additional documentation. The LPA may be subjected to loss of federal funds if found in violation of the LPA reimbursement process.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC/MDOT and FHWA approval.
2. Approve permit applications that meet with MDOT standards that are necessary to allow the LPA access to the property of the Commission for the purposes of constructing the proposed transportation improvements. The Commission may enter into an appropriate agreement in its discretion.
3. Work with the LPA, through the District LPA Engineer, during the various phases of the work with the goal of producing a project that will be acceptable to the Commission upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the Project to progress in an orderly fashion. The review and oversight conducted by MTC does not relieve the LPA from its full responsibility for the proper design and construction of the Project.
5. During the progress of the Project, assist the LPA in obtaining reimbursements of federal funding for any project cost that is eligible for reimbursement.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.
7. At its discretion, make payments directly to railroad companies, their consultants or contractors for work on railroads included in the Project. The payments made shall come from Project funds obligated for the Project.

ARTICLE II. GENERAL PROVISIONS

A. The Commission shall have the right to audit all accounts associated with the Project, and should there be any overpayment by the Commission to the LPA, the LPA agrees to refund any such overpayment within thirty (30) days of written notification. Should the LPA fail to reimburse the Commission, the Commission shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Agreement shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice given by the LPA, shall not, however, cancel any contract made by the LPA that is to further the purpose of this agreement and that is underway at the time of termination. Any construction contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total, legal and financial responsibility for any such contract. Additionally, funds may be suspended or terminated under the provisions of Section F of this Article.

C. It is understood that this is a Memorandum of Agreement and that more specific requirements for the development and construction of the transportation improvement Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. Should the LPA miss the obligation deadline set in this MOU, the Commission reserves the right to refuse to obligate funds for the Project.

E. The Executive Director of MDOT is authorized to withhold federal funds for the Project for failure of the LPA, its consultants, or its contractor to follow the requirements of the Standard Specifications for Road and Bridge Construction, latest edition, or the latest online LPA Project Development Manual.

F. Before federal funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions that make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions set forth in the Director's notice, within fifteen (15) calendar days after notice is given, the Executive Director may declare the federal funds suspended for the Project and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the Project terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five day period.

G. In the event that circumstances call for MDOT to expend staff time and other resources to address issues on the Project, then MDOT time may be charged to the Project. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the Project may increase.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
Toby Barker, Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898
Phone: 601-545-4501

For Technical Matters:

COMMISSION:
District LPA Engineer – District Six
MDOT
16499-B Highway 49
Saucier, MS 39574-9740
Phone: 228-832-0682

LPA:
Hunter White, Int. Engineering Director
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898
Phone: 601-545-4540

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the Commission is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Commission by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the Commission, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The Commission executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the Commission and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Agreement shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Agreement.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the _____ day of _____, 20__.

City of Hattiesburg

Toby Barker, Mayor

Attested:

(Appropriate clerk etc.)

So agreed this the _____ day of _____, 20__.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Bradley R. White
Executive Director
Mississippi Department of Transportation

Book _____, Page _____,



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Deputy Director
cc:
Date: Tuesday, June 20, 2023
Re: Approve Lighting Agreement with Mississippi Power Company for New Service point at Tatum Park for Fields 16 and 18 and authorize the Mayor to execute the same.
File Number: 2023-399
Minute Book #

Summary

Approve Lighting Agreement with Mississippi Power Company for New Service point at Tatum Park for Fields 16 and 18 and authorize the Mayor to execute the same.

Recommendation Statement

Please place this on the June 20, 2023 City Council meeting for consideration.



5082 Old Highway 42,
Hattiesburg MS 39401
Cell: 601-325-8677

June 5th, 2023
Slade Suber

Mr. Suber,

This letter is in response to your request to for a new service point at Tatum Park for fields 16 and 18.

Per Neel-Schaefer's design, the estimated cost for Mississippi Power to provide and install underground primary to a new three phase pad mount which will power the underground service to a new service point within the park is \$6725.09. This pricing excludes sales tax and is only applicable if the City of Hattiesburg or a contractor with a material purchase certificate through the State of Mississippi is billed directly through Mississippi Power.

Mississippi Power looks forward to being able to assist with this project. The estimated cost provided above is valid for 60 days from the date of this letter. If there are any questions regarding scheduling, lead times, scope of work, etc. please do not hesitate to contact me using the information provided below.

Sincerely,

Jashawn Baxter
Distribution Engineer
601-325-8677
5082 Old Highway 42, Hattiesburg MS 39401



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Sid Gonsoulin
cc:
Date: Tuesday, June 20, 2023
Re: Approve Change Order No. 1 with Sports Contractors Inc. to both add and subtract pay items on the Tatum Park-Fields 16, 18 and Common Areas project contract for a net increase to the contract of \$50,104.05 and authorize the Mayor to sign it in duplicate.
File Number: 2023-407
Minute Book #

Summary

Approve Change Order No. 1 with Sports Contractors Inc. to both add and subtract pay items on the Tatum Park-Fields 16, 18 and Common Areas project contract for a net increase to the contract of \$50,104.05 and authorize the Mayor to sign it in duplicate.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 20, 2023 City Council meeting for consideration.

CONTRACT CHANGE ORDER NO. 1

OWNER: City of Hattiesburg

CONTRACTOR: Sports Contractors Inc.

PROJECT NAME: Tatum Park - Fields #16, #18, and Common Area

CONTRACT NUMBER: NA

REASON FOR CHANGE: Quantity Deductions to LIME and 12" SOIL-LIME-WATER-MIXING Pay Items. Addition of OUTFALL REPLACEMENT and TREE REMOVAL pay items.

You Are Hereby Requested to Comply with the Following Changes from the Contract Plans, Specifications and

Contract Documents: (Use Additional Sheets if Required)

<u>DEDUCTIONS</u>				UNIT	TOTAL
ITEM NO.	DESCRIPTION	QTY	UNIT	COST	CONTRACT
307-D	Qty. Deduction to Pay Item (LIME)	390	TONS	\$328.00	\$127,920.00
307-C	Qty. Deduction to Pay Item (12" SOIL-LIME-WATER-MIXING)	13,031	SQ. YD.	\$2.45	\$31,925.95
				Total Deductions =	\$159,845.95
<u>ADDITIONS</u>				UNIT	TOTAL
ITEM NO.	DESCRIPTION	QTY	UNIT	COST	CONTRACT
1A	Outfall Replacement - Perforated CPP Drainage Line	1	LS	\$193,450.00	\$193,450.00
2A	Tree Removal	1	LS	\$16,500.00	\$16,500.00
				Total Additions =	\$209,950.00
				TOTAL DEDUCTIONS =	-\$159,845.95
				TOTAL ADDITIONS =	\$209,950.00
				NET RESULT =	\$50,104.05

ORIGINAL CONTRACT AMOUNT: \$2,701,207.85

TOTAL CONTRACT CHANGES TO DATE: \$0.00

CURRENT CONTRACT AMOUNT: \$2,701,207.85

THIS CONTRACT CHANGE:

\$50,104.05

REVISED CONTRACT AMOUNT:

\$2,751,311.90

CURRENT CONTRACT COMPLETION DATE:

September 6, 2023

TIME EXTENSION REQUIRED BY CHANGE (DAYS):

13 DAYS

REVISED CONTRACT COMPLETION DATE:

September 13, 2023

NOTE: THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY:



Neel-Schaffer, Inc.
ENGINEER

6/9/2023

DATE

ACCEPTED BY:



Sports Contractors Inc.
CONTRACTOR

6/9/2023

DATE

APPROVED BY:

City of Hattiesburg
OWNER

DATE



Sports Contractors

Unlimited LLC

5/25/2023

Tatum Park Out Fall Replacement

To: City of Hattiesburg

Attn: Austin Lovett

Scope of work:

Demo existing	900 LF	\$26.50 / LF	\$23,850.00
Clear and grub	1 LS	\$13,000 LS	\$13,000.00
Export LVM	700 CY	\$16.00/ CY	\$11,200.00
Supply and install 30" CPP	900 LF	\$96.00 / LF	\$86,400.00
Supply and install 30" Perforated CPP	900 LF	\$103.34 / LF	\$93,000.00
Bed and backfill	900LF	\$28.00	\$25,200.00
Connect existing inlets to new outfall	1 LS	\$16,500.00	\$16,500.00
Clean pipe	1 LS	\$6,500.00	\$6,500.00
Shape and sod outside original work area	600 SY	\$7.00 / SY	\$4,200.00
Total for solid 30" CPP			\$186,850.00
Total for Perforated CPP			\$193,450.00

Days added to the contract:

- The number of days it takes to get the pipe plus 13 days for installation.

Please let me know if you have any questions

Thanks,

Quentin Parsons
(601)-408-9267



Sports Contractors
Unlimited LLC

5/15/2023

Tatum Park Tree Removal

To: City of Hattiesburg
Attn: Austin Lovett

Scope of work:

- **Remove all trees and stumps in the soccer field limits.**
- **Fill and compact stump holes**

Total:

\$16,500.00

Please let me know if you have any questions

Thanks,

Quentin Parsons
(601)-408-9267



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Deputy Director
cc:
Date: Tuesday, June 20, 2023
Re: Approve Supplemental Agreement No. 3 with Walters Construction Company, Inc. for the U.S. Highway 49, Adeline Street, Camp Street, Mamie Street Project (State Aid Project No. DECD-0018(35)BO) to add lime stabilization to the project at an additional cost of \$39,814.40; Authorize the Mayor to execute in multiples.
File Number: 2023-401
Minute Book #

Summary

Approve Supplemental Agreement No. 3 with Walters Construction Company, Inc. for the U.S. Highway 49, Adeline Street, Camp Street, Mamie Street Project (State Aid Project No. DECD-0018(35)BO) to add lime stabilization to the project at an additional cost of \$39,814.40; Authorize the Mayor to execute in multiples.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 20, 2023 City Council meeting for consideration.

SUPPLEMENTAL AGREEMENT NO. 3

State Aid Project No.: DECD-0018(35)BO
City of Hattiesburg

WHEREAS, (I), (WE), Walters Construction Company, Inc., Contractors, of Laurel, MS and Western Surety Company, Surety, entered into a contract with the City of Hattiesburg, on the 16th day of March, 2021, for the construction of the above designated project, and

WHEREAS: During the course of construction in Phase 2 of this project, it was discovered that the existing soil under Camp Street is unsuitable for roadway construction due to the clay content. A lime treatment method is needed to prepare the soil to support the proposed roadway, AND

WHEREAS: It is the desire of the City of Hattiesburg to add the necessary pay items for completing these items of work; AND

WHEREAS: The contingencies currently established for the project are sufficient to cover the items of work listed below; AND

WHEREAS: This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein;

NOW, THEREFORE, it is mutually agreed that the Contractor will perform the work listed below at the stated unit prices with the final total price being contingent upon the final quantity required, AND

NOW, THEREFORE, It is recommended that 4 days be added to the Contract Time as explained further in the attached letters from the Contractor and corresponding responses from the Project Engineer.

Payment for the Supplemental Agreement items will be made under:

Pay Item Number	Description	Original Quantity	Revised Quantity	Unit Price	Amount Increase/Decrease
S-607-C	8" Soil-Water-Lime Mixing (Class C)	0.000 S.Y.	1,600.000 S.Y.	\$16.79	\$26,864.00
S-607-D	Lime	0.000 Ton	30.000 Ton	\$431.68	\$12,950.40
TOTAL INCREASE THIS SUPPLEMENTAL AGREEMENT					\$39,814.40

NOW, THEREFORE, (I), (WE), Walters Construction Company, INC., Contractors, and Western Surety Insurance Company, Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this supplemental agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this 8th day of June, 2023.

Western Surety Company

SURETY

By: Fielden Mitts
Fielden Mitts Attorney-in-Fact

RECOMMENDED FOR APPROVAL:

[Signature]
Project Engineer

APPROVED:
City Council

City of Hattiesburg
(By order of the Council Dated _____)

BY: _____
-President Mayor

Walters Construction Company, Inc.

CONTRACTOR

By: Bryan Walters
NAME AND TITLE

Approved:

Office of State Aid Road Construction

Approved:

Executive Director

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Amy W Smith, Dudley Dewitt Wooley, David W Carlisle, James Riley Winchester, Peter John Markow III, Gus Ford Mosby, Makila Mandisa Burks, Blake Javier Martinez, Fielden William Mitts IV, Michael Alden Addison, Individually

of Jackson, MS, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of June, 2021.



WESTERN SURETY COMPANY

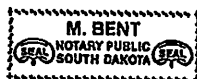
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of June, 2023.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, If you want to verify bond authenticity.



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc: Ann Jones, Chief Administrative Officer

Date: Tuesday, June 20, 2023

Re: Approve Subscription Agreement between City of Hattiesburg Municipal Court and LexisNexis, a division of RELX Inc., for legal research for a term beginning July 1, 2023 through June 30, 2025, as per attached, and authorize the Mayor to execute the same.
File Number: 2023-397
Minute Book #

Summary

Approve Subscription Agreement between City of Hattiesburg Municipal Court and LexisNexis, a division of RELX Inc., for legal research for a term beginning July 1, 2023 through June 30, 2025, as per attached, and authorize the Mayor to execute the same.

Recommendation Statement

I recommend this item to be added to the Council agenda for consideration.

Please place this on the June 20, 2023 City Council meeting for consideration.

"Subscriber" Name: Hattiesburg Municipal Court

Account Number:

"LN": LexisNexis, a division of RELX Inc.
--

1. Subscription Agreement

LexisNexis, a division of RELX Inc. ("LN") grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis® and the materials available therein ("Materials") pursuant to terms set forth in the LexisNexis General Terms and Conditions ("General Terms") and the pricing set forth in the Price Schedule ("Price Schedule") (the General Terms together with the Price Schedule is collectively referred to as the "Subscription Agreement"), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

2. Certification

- 2.1. Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	2
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- 2.2. A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 2 ID's may be issued to support staff for each Government Professional User accounted for above.

Number of Support Staff Users:	4
---------------------------------------	----------

- 2.3. Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.
- 2.4. If Subscriber, at the time of signing this Agreement has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.
- 2.5. Subscriber acknowledges that the pricing and menus provided to Subscriber in this Agreement depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Agreement there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.
- i. At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
 - ii. If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis Product and Charges

- 3.1. This Section 3 amends the Subscription Agreement with respect to the Lexis product offering described below. The term of Subscriber's commitment for the Lexis product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.2 below (the "Committed Term"). Subscriber may not terminate this Agreement for convenience under General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Agreement during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach.

If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis Content & Features		
Product	SKU Number	Number of Users
MS State Enhanced	1011625	2
LMO with Document Tools	1000761	1

3.2. In exchange for access to the Lexis Content, Feature and/or Service set forth in Section 3.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
Activation - 06/30/2023	\$0.00
07/01/2023 - 06/30/2024	\$182.00
07/01/2024 - 06/30/2025	\$192.00

3.3. During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Content described above at an additional charge ("Out of Plan Materials"). Authorized Users trying to access Out of Plan Materials will be notified of the additional charges before the materials are displayed. If an Authorized User accesses the Out of Plan Materials, Subscriber will pay the transactional charge(s) displayed at the time of access. If Subscriber does not initial below, Out of Plan Materials will be excluded from Authorized User's search.

To have Out of Plan Materials available for your Authorized Users, initial here _____
(Initial)

3.4. Use of Lexis under this Agreement is available to Subscriber and its Authorized Users (defined in the General Terms).

3.5. LN may temporarily suspend access to Lexis until all unpaid amounts are paid in full. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before _____.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Agreement contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Agreement.

6. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

7. Miscellaneous

7.1. This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to Lexis or by signing below.

7.2. If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: Hattiesburg Municipal Court
[MUST BE COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature: _____
Printed Name: _____
Job Title: _____
Date: _____

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature: _____
Name: _____
Job Title: _____
Date: _____

CUSTOMER INFORMATION (Please type or print):	
Organization Name: (Full Legal Name)	Hattiesburg Municipal Court
Billing Frequency:	☐ Monthly ☒ Annually
Physical Address	Invoice Address
Street Address:	701 James Street
City:	Hattiesburg
State:	MS
Zip:	39401
County:	
Telephone:	601-545-6666
Fax:	
Parent Company: (if applicable)	

TYPE OF ORGANIZATION	
☐ Legislative	☐ Judicial ☐ Executive
Professional User: _____	Practicing Area of Law: _____
Support Staff: _____	Employer Identification Number: _____
Bar No: _____	Issuing State: _____
Date Issued/Expiration Date: _____	Organization Web Address: _____
Tax Exempt: ☒ Yes (attach Sales Tax Exemption Certificate) ☐ No	MSA: ☐ Yes ☒ No
Tax ID No: _____	State Contract No: (If applicable) PO No: (If applicable)

CONTACTS			
	Name	Telephone	Email
Installation:	Steven Adamson	(601)545-6666	sadamson@hattiesburgms.com
Billing:	Corita Burks	(601)545-4939	cburks@hattiesburgms.com
Policy/Legal Notification:	Steven Adamson	(601)545-6666	sadamson@hattiesburgms.com
Scheduling/Training:	Steven Adamson	(601)545-6666	sadamson@hattiesburgms.com

	Name	Telephone
Super Admin:	Steven Adamson	(601)545-6666
	Email	IP Address
	sadamson@hattiesburgms.com	
CUSTOMER ID INFORMATION (Please type or print)		

ID Holders' Names (additional sheet attached ☐)	ID Holders' Titles/Positions	ID Holders' Email Addresses	Location/Address
Steven Adamson	Attorney	sadamson@hattiesburgms.com	
Wes Curry	Attorney	wcurry@hattiesburgms.com	
Kenyunia Cooley	Support Staff	kcooley@hattiesburgms.com	
Tanya McPherson	Support Staff	tmcpherson@hattiesburgms.com	
Shalexis Loper	Support Staff	sloper@hattiesburgms.com	
Maylisa Smith	Support Staff	masmith@hattiesburgms.com	



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones, Chief Administrative Officer
cc:
Date: Tuesday, June 20, 2023
Re: Approve Maintenance Agreement between City of Hattiesburg and Doleac Electric Company, Inc., to provide generator maintenance professional services and authorize the Mayor to execute the same.
File Number: 2023-425
Minute Book #

Summary

Approve Maintenance Agreement between City of Hattiesburg and Doleac Electric Company, Inc., to provide generator maintenance professional services.

Recommendation Statement

I recommend that this item be added to the agenda for consideration.

Please place this on the June 20, 2023 City Council meeting for consideration.



doleac electric company, inc.

May 10, 2023

City of Hattiesburg Mississippi
200 Forrest St.
Hattiesburg, MS

Attention: Ann Jones
Chief Administrative Officer

RE: City of Hattiesburg
Generator Maintenance

Doleac Electric Company, Inc. is pleased to offer the following proposal for the above listed project. Please note this work is to be performed on the City owned Generators. Please see Attachment A for a list of City owned Generators that are included in this proposal.

Annual Generator Maintenance to include the following scope of work:

1. Acknowledgement of all unit information (i.e. KW size, model and serial numbers)
2. Lube, oil and filter change once per year
3. Fuel filter change once per year
4. Clean or replace air filters once per year
5. Coolant level check and top off once per year
6. Inspect belts once per year (note any wear with pricing to replace)
7. Inspect block heater for proper function
8. Inspect air intakes and exhaust (note any deficiencies)
9. Drain exhaust condensation if needed
10. Inspect muffler (note and deficiencies)
11. Check battery charger for proper output voltage (note deficiencies)
12. Inspect batteries and fluid level
13. Perform emergency system check without load transfer (if allowed provide full transfer)
14. Check generator outputs (i.e. voltage, frequency adjust as needed)
15. Confirm transfer switch operations and accessories
16. Inspect and check alternator output
17. Inspect all gauges on the unit (note any deficiencies)
18. Test emergency shut down on unit
19. Check fuel levels at unit (note any lower fuel issues)
20. Visually inspect fuel lines
21. Provide a field report and report all deficiencies

Total Proposed Price for Annual Generator Maintenance: \$59,645.00

Additional Charge for Semi-annual (second trip) to include the following scope of work:

1. Return trip
2. Check fluid levels and top off if needed
3. Check unit manually start
4. Check output on unit (i.e. voltage, frequency adjust if needed)
5. Check battery charging system (note deficiencies)
6. Visually inspect transfer switch

Page 2
City of Hattiesburg, MS
Generator Maintenance Proposal
May 10, 2023

7. Check alarm logs (note alarms)
8. Provide a field report of any deficiencies

Total Additional Fee for Semi -Annual Generator Maintenance: \$21,580.00

Please Note the Following Exclusions:

1. Making any repairs to units (field reports will show deficiencies and cost to repair).
2. More than one fluid and filter change per year, (unless semi-annual option is accepted).

Itemized / Unit Pricing for Service and Emergency Call Out Rates:

Service and emergency call outs for units shall be billed as listed below:

1. Normal operation hours call outs (7am-3:30pm) \$105.00 per hour 2 hour minimum.
2. After hours call outs and weekends \$157.50 per hour 2 hour minimum.
3. Service Truck \$100.00 per day.

Thank you for the opportunity to work with you on this project.

Submitted by:
DOLEAC ELECTRIC COMPANY, INC.
MISSISSIPPI CERTIFICATE OF RESPONSIBILITY NO. 3826



Mark Doleac
Estimator

Encl: Attachment A

Accepted By:

The Honorable Toby Barker
Mayor City of Hattiesburg

ATTACHEMENT "A" – GENERATORS

Generator	Location	Model	Serial No
Onan 200KW	USM Tank & Well Hillcrest	DSHAC-5767975	F060936065
Onan 200KW	USM Well 4th Street	DSHAC-5767973	F060936064
Onan 150KW	USM Staduim	DSHAA-5767988	F060936057
Onan 200KW	C.E. Roy Community Center	DSHAc-5767985	F060936053
Onan 200KW	Jackie Doyle Sherill	DHSAC-5767984	F060936052
Onan 125KW	Fire Station # 1	125REZG	2263543
Onan 35KW	Fire Station # 2	GGFD-5767985	F060936055
Onan 35KW	Fire Station # 3	GGFD-5768050	F060936408
Onan 42KW	Fire Station # 4	GGFE-5767987	F060936054
Onan 35KW	Fire Station # 5	GGFD-5768140	F060937217
Onan 70KW	Fire Station # 6	GGHH-5779575	K060990702
Onan 64KW	Fire Station # 7	N70FPG4	LM642121
Kohler 100KW	Fire Station # 8	100RZG	2008167
Onan 100KW	Fire Training Academy	GGHH-5872342	G070079011
Onan 150KW	Ben McNair Rec Center	05HA-5768197	F060936404
Onan 80KW	Jervis Mims Station	80DGD A	F060938751
Onan 80KW	Richburg Tank	80DGD A	F060939467
Onan 60kW	W.U. Bill Sigler Center	GGHE-5767958	F060936056
Onan 125kW	Industrial Tanke Booster Station	DGDK	F060939951
Onan 125KW	Green Hut Station	DGDK	F060939950
Onan 125kW	Turtle Creek Crossing Station	DGDK-5768277	F060939949
Onan 60kW	Water Billing Department	GGHE-5768147	F06093714
Onan 60kW	City Engineering Office	GGHE-5768146	F060938713
Onan 230kW	WP # 2 Wells #5	DGFS-5768668	F060943072
Onan 40kW	Mammoth Springs Station	DGBC-5768677	G060943077
Onan 40kW	Pine Tree Station	DGBC-5768676	G060943076
Onan 40kW	Turtle Creek Station	DGCA-5768675	G060943075
Onan 150kW	USA Yeast Station	DFGA	G060943073
Onan 150KW	City Hall	DFGA-5768674	G060943074
Onan 250kW	East Laurel Pumping Station	DODAA	H060956343
Onan 40kW	40KW Portable	DGBC-5768687	G060943082
Onan 60kW	60KW Portable	DGCB-5768579	G060943081
Kohler	Wesley Tank & Well	400REQZOD	2339547
Onan 1500KW	Water Plant # 1	DFLE-5769657	K060988691
Onan 750KW	Water Plant # 2	DFGA-5768636	J060984004
Talyor 200KW	HWY 98	TD200	25438
Talyor 200KW	Lincoln Road	D5200M2	20157
Kohler 125KW	South Lagoon Burkett	125ROZ71	277850
Kohler 20KW	Grounds Maintenance	20RQZ1	605955
Talyor 60KW	Construction	TG60	24630
Taylor 350KW	Public Works	TD350	22835
Taylor 80KW	Public Works- Portable	TD80C321P	23544
Taylor 80KW	Sanitation	80ROX1	600190
Taylor 125KW	Aiport Hanger # 3	TG125	22896
Cummins	SLS 63rd Street	DGHDB-1337370	I130564176
Onan/Cummins	SLS Railroad Ave	DGCA-5768681	G060943078
Cummins/Onan	SLS North Lagoon	DQDAA-5768838	H060956338
Kohler 250KW	Police Headquarters	250REOV	GM24720-GA3/200B832
Cummins/Onan	PARA Adminstration	GGHE-5767958	F060936056
Cummins/Onan	WTP # 2 Office	DGCB-5768693	G060943079
Taylor 350KW	Maintenance Facility	TD350	22835
Taylor 500KW	YMCA	TD500	22835
Taylor 100KW	ZOO	TD100	22834
Generac	Highland Cemetary	QT03542ANAH	4874284
CAT 500KW	Train Depot		3851519
Taylor 150KW	Chain Airport		
	Gordon Creek Pumping Station	TD176	27738



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones

cc: Ann Jones, Chief Administrative Officer

Date: Tuesday, June 20, 2023

Re: Approve Agreement between City of Hattiesburg and the University of Southern Mississippi, College of Nursing and Health Professions for clinical learning experiences for students from the College of Nursing and Health Professions at various City facilities and City Programs, and authorize Mayor to execute the same.
File Number: 2023-396
Minute Book #

Summary

Approve Agreement between City of Hattiesburg and the University of Southern Mississippi, College of Nursing and Health Professions for clinical learning experiences for students from the College of Nursing and Health Professions at various City facilities and City Programs, and authorize Mayor to execute the same.

Recommendation Statement

I recommend this item be added to the Council agenda for consideration.

Please place this on the June 20, 2023 City Council meeting for consideration.



THE UNIVERSITY OF
SOUTHERN MISSISSIPPI

OFFICE OF THE GENERAL COUNSEL

118 College Drive #5079 | Hattiesburg, MS 39406-0001

Phone: 601.266.4466 | Fax: 601.266.4440

INTEROFFICE MEMORANDUM

**ATTORNEY/CLIENT PRIVILEGED AND
CONFIDENTIAL COMMUNICATION
DO NOT COPY OR CIRCULATE**

To: Dr. Gordon Cannon
Provost and Senior Vice President of Academic Affairs

From: Kris A. Powell 
Associate General Counsel

Re: Contract of Association with City of Hattiesburg

Date: June 12, 2023

I have reviewed the above referenced agreement on behalf of the Office of the General Counsel. No inherent legal problems are found with respect to the form of the proposed agreement as attached.



Office of the Provost

Contract/Consortia Agreement Review Form

This form should accompany all contractual and consortia agreements entered into by any department, school and/or college at The University of Southern Mississippi. Any contracts that are being renewed with changes must be submitted with this form and have the changes indicated on the submitted document. Once forms are completed and signed, they will be returned to the dean.

**Please see the Procedure for Contract/Consortia Agreement Forms from the Office of the Provost website.

Date 6/12/2023 ☒ Initial Approval* ☐ Renewal (No Revisions)* ☐ Renewal (With Revisions)*

College CNHP Department/School All of CNHP

Contract Agency/University USM Contact Person Alli Hudson

Consortia Agency/University City of Hattiesburg Contact Person Ann Jones

Contract/Consortia Initial Agreement Date 6/12/23 Renewal Date Automatic

We are entering into a contractual or consortia agreement with the above agency or university for the following reason(s):

Facility: The City of Hattiesburg
Name of person handling the contract: Ann Jones
Phone number: 601-545-4501
Email address: annjones@hattiesburgms.com

Our signatures below affirm that we have reviewed this contractual or consortia agreement and that it complies with all university requirements.

Elizabeth Tinnon
Department/School Chair/Director/Date
Print Name Elizabeth Tinnon

Lachel Story 6/12/23
Dean Date
Print Name Lachel Story

Kris Powell 6/12/23
General Counsel* (if necessary) Date
Print Name Kris Powell

Academic or Graduate Council Chair* (if necessary) Date
Print Name _____

Gordon Cannon 6/13/23
Provost & Senior VP Academic Affair Date
Print Name Gordon Cannon

*Proposals to initiate offering educational programs or courses through consortia relationships or contractual agreements with an outside institution (collaborative, dual, joint, or articulation agreements/partnerships) should first be presented to Academic or Graduate Council with this form to include signatures of the Director, Dean, and General Counsel if necessary. Renewal materials should include minutes or other types of documentation that could identify the institutions met periodically to review stated responsibilities and outcomes. To ensure periodic evaluation of the agreement against the mission of the institution, the Provost will determine if additional council review is necessary at the time of renewal. Note SACSCOC Notification and/or Approval may be required prior to initiating the agreement or at the time of renewal.



**CONTRACT OF ASSOCIATION
COLLEGE OF NURSING AND HEALTH PROFESSIONS
BETWEEN
THE UNIVERSITY OF SOUTHERN MISSISSIPPI
AND**

City of Hattiesburg

THIS AGREEMENT, by and between The University of Southern Mississippi, Hattiesburg, MS, for the College of Nursing & Health Professions, hereinafter referred to as the "University" and City of Hattiesburg hereinafter referred to as the "Agency" witnesseth that

WHEREAS, the University has agreed to utilize the facilities of the Agency as set forth herein; and

WHEREAS, the Agency has determined its intention to receive College of Nursing and Health Professions students for clinical learning experiences in its organization.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, it is understood and agreed between the parties as follows:

1. The University agrees to:
 - a. Assign to the Agency students for the purpose of obtaining appropriate clinical learning experiences.
 - b. Permit students to elect to do independent clinical learning projects and research studies in the Agency after obtaining written approval of the students' plans by the Agency Nursing Administration.
 - c. Limit the number of students assigned to the Agency on any one day to the number agreed upon with representatives from the College of Nursing and Health Professions and the Agency.
 - d. Assign only such students who have completed the necessary academic prerequisites as determined by the College of Nursing and Health Professions.
 - e. Assign College of Nursing and Health Professions faculty member(s) to the course who will assume the responsibility for selecting and planning appropriate learning experiences, guiding students during the designated experiences, and evaluating the Southern Mississippi student's learning throughout the course.

- f. Maintain within the Agency a student-faculty ratio necessary for implementation of the objectives of the course and for maximum educational benefit.
 - g. Select appropriate laboratory learning experiences through joint conference and agreement by the instructor, the appropriate staff member, and the Nursing Director of the Agency or appropriate designee. The final decision resides with the College of Nursing and Health Professions faculty member.
 - h. Provide for the meeting of an Ad Hoc Committee composed of representatives from the Agency and the College of Nursing and Health Professions should any problems arise which cannot be resolved by the ordinary means at the disposal of the cooperating institutions. The Ad Hoc Committee shall review and discuss the prevailing problem and, if possible, offer a mutually satisfactory solution.
 - i. Plan and implement orientation conferences on the program of studies of the College of Nursing and Health Professions for Agency personnel whenever deemed necessary.
 - j. Assure the Agency validation that all students participating in activities pursuant to this contract, are covered by a policy of insurance for malpractice liability with limits not less than one million dollars per person and three million dollars aggregate for each occurrence.
 - k. Maintain current student and faculty clinical health documentation inclusive of fingerprinting, criminal background check, screenings and vaccines and provide a copy to provider upon request. The University will assure that all students and faculty assigned to the Agency have complied with the policy before coming to the Agency.
 - l. Train students in regulation and compliance under the Health Insurance Portability and Accountability Act of 1996 (HIPPA).
 - m. Ensure that all participating students obtain and maintain liability insurance and provide proof of such coverage to the Agency (currently, professional liability insurance amounts of \$1,000,000.00 each incident and \$3,000,000.00 aggregate).
2. The AGENCY agrees to:
- a. Provide conference room space as needed for the College of Nursing and Health Professions faculty member(s) and students.
 - b. Permit Agency personnel to participate in nursing courses by:
 - (1) assisting in the selection of field assignments through joint conference between the selected staff member, the Director of Nursing, and the College of Nursing and Health Professions faculty;

- (2) notifying selected staff personnel of their role in student learning prior to the beginning of the course;
 - (3) planning for joint conferences related to service with the College of Nursing and Health Professions faculty member(s), Agency personnel;
 - (4) providing cooperating Agency staff adequate time to confer weekly with the student and the College of Nursing and Health Professions faculty concerning activities performed related to the staff member's caseload; and
 - (5) providing time for students to consult with appropriate staff concerning clinical and/or field assignments.
 - c. Maintain an educational milieu and a staff of acceptable qualifications as recommended by the Commission on Collegiate Nursing Education.
 - d. Apprise the College of Nursing and Health Professions of revisions in or the development of pertinent policies, techniques or procedures by written communication.
 - e. Permit College of Nursing and Health Professions faculty member(s) to observe Agency operations and to interact with Agency personnel prior to the opening of each semester as needed for purposes of orientation to and familiarity with the Agency.
3. It is MUTUALLY agreed by the parties hereto that the following student responsibilities shall be applicable to all students assigned pursuant to this contract.
- a. While with the Agency, the student's program shall be structured within the working policies of the Agency.
 - b. The student shall wear apparel acceptable to the Agency and the College of Nursing and Health Professions.
 - c. The student shall assume full responsibility for her/his traveling and meal expenses while with the Agency.
 - d. The Agency shall not be responsible for any accident to a student which may occur as a result of the students' field activities. However, this shall not be construed to deprive the student of the benefits of any insurance protection available to or carried for the benefit of each student.
 - e. For precepted experiences, the preceptor must be physically present in the clinical practice site.

4. It is FURTHER MUTUALLY agreed that:

- a. This initial period of Agreement covers the 5/22/2023 through 5/21/2024 and shall be deemed automatically renewed on an annual basis for two (2) additional years thereafter upon the same terms and conditions unless terminated by any party hereto upon at least sixty (60) days written notice prior to the annual renewal date.
- b. Each party gives assurance that it is an equal opportunity employer and does not discriminate against any employee, student, and applicant for employment or registration in a course of study or in the provision of its services, on the basis of color, race, sex, national origin, religion or handicap/disability.

IN WITNESS WHEREOF, the parties hereto have set their hands on the dates set forth below.

SIGNED:

City of Hattiesburg

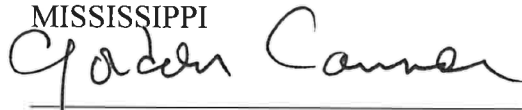
Name: _____
Title: _____

Telephone _____

Date _____

SIGNED:

THE UNIVERSITY OF SOUTHERN
MISSISSIPPI



Gordon Cannon, Provost and Senior VP
For Academic Affairs

Date: 6/13/23



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones, Chief Administrative Officer
cc: Ann Jones, Chief Administrative Officer
Date: Tuesday, June 20, 2023
Re: Approve advertising sponsorship for the 2023 Star Spangled Celebration on the River, July 3, 2023, in accordance with Mississippi 17-3-1, in the amount of \$9500.00, and authorize issuance of manual check for the same.
File Number: 2023-393
Minute Book #

Summary

Approve advertising sponsorship for the 2023 Star Spangled Celebration on the River, July 3, 2023, in accordance with Mississippi 17-3-1, in the amount of \$9500.00, and authorize issuance of manual check for the same.

Recommendation Statement

I recommend this item be added to the Council agenda for consideration.

Please place this on the June 20, 2023 City Council meeting for consideration.

Downtown Hattiesburg Association

P.O. Box 150 Hattiesburg, MS 39403

1020.6150

Invoice

Invoice No. SSCR2023-2

Bill To:

Ship To:

City of Hattiesburg

Attn: Kermas Eaton

Customer ID:

Date	Order No.	Sales Rep.	FOB	Ship Via	Terms	Tax ID
5/31/2023		Andrea Saffie			30	

Quantity	Item	Description	Discount	Taxable	Unit Price	Total
1	Presenting sponsorship	Star Spangled Celebration July 3rd Fireworks celebration				9500.00

Subtotal:	9500.00
Tax:	
Shipping:	
Miscellaneous:	
Balance Due:	9500.00

Hattiesburg Downtown Association
P.O. Box 150
Hattiesburg, MS 39403
Phone: (Andren) 601.270.1373
E Mail
andrea@downtownhattiesburg.com



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Hunter White, Deputy Director

cc:

Date: Tuesday, June 20, 2023

Re: Accept donation of a portion of property identified as Forrest County Parcel PPINs 20822, 20812, 20811, 20810, 20808, 20809, 20807, 20805, from East 30th, LLC, and declaring said property interests identified as necessary for public use and authorizing the Mayor to acquire deeds and conveyances from and any and all interest holders in said property, and to acquire rights to the property from all interests holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.
File Number: 2023-422
Minute Book #

Summary

Accept donation of a portion of property identified as Forrest County Parcel PPINs 20822, 20812, 20811, 20810, 20808, 20809, 20807, 20805, from East 30th, LLC, and declaring said property interests identified as necessary for public use and authorizing the mayor to acquire deeds and conveyances from and any and all interest holders in said property, and to acquire rights to the property from all interests holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 20, 2023 City Council meeting for consideration.

Grantee, prepared by and return to:City of Hattiesburg, Mississippi200 Forrest StreetPost Office Box 1898Hattiesburg, MS 39403-1898**Phone:** (601) 545-4540**Grantor Address:**East 30th, LLC110 Sheffield LoopHattiesburg, MS 39402**Phone:** (601) 264-6670**WARRANTY DEED**

INDEXING INSTRUCTIONS: Part of Lots 7, 8, 10, 11, 12, 13, 14, 15, 16, 17 & 18 and part of closed street, Block 3 of Monte Vista Terrace Subdivision, City of Hattiesburg, as recorded in the office of the Chancery Clerk of Forrest County, Mississippi.

STATE OF MISSISSIPPI**COUNTY OF FORREST**

For and in consideration of Ten and NO/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, East 30th, LLC, a Mississippi Limited Liability Company, does hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi, the following described land:

See legal description of conveyed property described in EXHIBIT A attached hereto and incorporated as if fully set forth herein.

East 30th, LLC

This conveyance includes all improvements located on the above-described land and partially on Grantor's remaining land, if any. The Grantee herein, its Agents, and/or Assigns are hereby granted the right of Ingress and Egress on Grantor's remaining land for removing or demolishing said improvements. The consideration herein named is in full payment of all said improvements.

Grantor fully understands that it has the right to receive just compensation for the real property herein described based on an appraisal of said property. Grantor hereby waives its right to just compensation and donates the real property interests herein described to the City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi. Grantors further understands that it has the right to request that a fair market appraisal of the property be made and hereby waives that right.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee as to the subject matter, there being no oral agreements or representations of any kind.

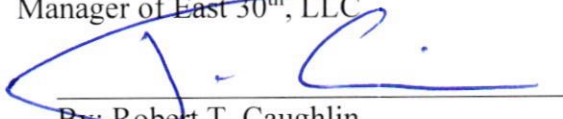
[signature line follows on next page]

Witness my signature this the 23 day of May A.D. 2023.

GRANTOR:

EAST 30TH, LLC
A MISSISSIPPI LIMITED LIABILITY COMPANY

By: JJ Management, LLC, a Delaware Limited Liability Company
Manager of East 30th, LLC



By: Robert T. Caughlin
Authorized Person of JJ Management, LLC

East 30th, LLC

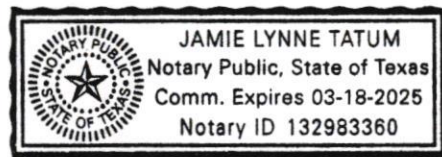
STATE OF Texas

COUNTY OF Harris

Personally appeared before me, the undersigned authority in and for said county and state, on this, 23 day of May, 2023, within my jurisdiction, the within-named Robert T. Caughlin, who acknowledged that he is an Authorized Person of JJ Management, LLC, which acknowledged that it is the Manager of East 30th, LLC, and that in said capacity, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

 (NOTARY PUBLIC)

My commission expires: 3-18-25



East 30th, LLC

EXHIBIT A

18 – PPIN 20822

A proposed tract of land containing 0.035 acres (1534 square feet), more or less, situated in part of lot 18 and part of closed street, Block 3 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest

County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997802, a convergence angle of -0 degrees 15 minutes 37

seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a #4 rebar found located at the Northwest corner of said Lot 16, Block 3 having a MS State plane coordinate of N:662967.59 E:827843.49; thence South 00 degrees 23 minutes 25 seconds East 97.30 feet to a #4 rebar

found (N:662870.29, E:827842.83) marking the POINT OF BEGINNING of the herein described tract;

Thence East 10.00 feet to a #5 rebar and cap set;

Thence South 00 Degrees 13 Minutes 50 Seconds West 145.37 feet to a #5 rebar and cap set;

Thence South 32 Degrees 09 Minutes 35 Seconds West 18.91 feet to a #5 rebar and cap set;

Thence North 00 Degrees 13 Minutes 50 Seconds East 161.38 feet to the POINT OF BEGINNING.

19 – PPIN 20812

A proposed tract of land containing 0.022 acres (973 square feet), more or less, situated in part of lots 16 & 17, Block 3 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The

below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997802, a convergence angle of -0 degrees 15 minutes 37 seconds developed at the

below described Commencing point and being more particularly described as follows:

Commencing at a #4 rebar found located at the Northwest corner of said Lot 15, Block 3 having a MS State plane coordinate of N:663016.85 E:827843.37; thence South 00 degrees 08 minutes 31 seconds East 49.26 feet to a #4 rebar

found (N:662967.59, E:827843.49) at the northwest corner of lot 16, said point being the POINT OF BEGINNING of the herein described tract;

Thence East 10.00 feet to a #5 rebar and cap set;

Thence South 00 Degrees 23 Minutes 25 Seconds West 97.30 feet to a #5 rebar and cap set;

Thence West 10.00 feet to a #5 rebar and cap set;

Thence North 00 Degrees 23 Minutes 25 Seconds East 97.30 feet to the POINT OF BEGINNING.

20 – PPIN 20811

A proposed tract of land containing 0.011 acres (492 square feet), more or less, situated in part of lot 15, Block 3 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997802, a convergence angle of -0 degrees 15 minutes 37 seconds developed at the below described Beginning point and being more particularly described as follows:
Beginning at a #4 rebar found located at the Northwest corner of said Lot 15, Block 3 having a MS State plane coordinate of N:663016.85 E:827843.37
Thence South 89 Degrees 35 Minutes 26 Seconds East 10.00 feet to a #5 rebar and cap set;
Thence South 00 Degrees 08 Minutes 31 Seconds East 49.19 feet to a #5 rebar and cap set;
Thence West 10.00 feet to a #5 rebar and cap set;
Thence North 00 Degrees 08 Minutes 31 Seconds West 49.26 feet to the POINT OF BEGINNING.

21 – PPIN 20810

A proposed tract of land containing 0.023 acres (1010 square feet), more or less, situated in part of lots 13 and 14, Block 3 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi.
The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997802, a convergence angle of -0 degrees 15 minutes 37 seconds developed at the below described Beginning point and being more particularly described as follows:
Beginning at a 1/2" pipe found located at the Northwest corner of said Lot 13, Block 3 having a MS State plane coordinate of N:663117.80 E:827844.09
Thence South 89 Degrees 35 Minutes 27 Seconds East 10.00 feet to a #5 rebar and cap set;
Thence South 00 Degrees 24 Minutes 33 Seconds West 100.96 feet to a #5 rebar and cap set;
Thence North 89 Degrees 35 Minutes 27 Seconds West 10.00 feet to a #4 rebar found;
Thence North 00 Degrees 24 Minutes 33 Seconds East 100.96 feet to the POINT OF BEGINNING.

22 – PPIN 20808

A proposed tract of land containing 0.011 acres (500 square feet), more or less, situated in part of lot 12, Block 3 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997802, a convergence angle of -0 degrees 15 minutes 37 seconds developed at the below

described Beginning point and being more particularly described as follows:

Beginning at a 1/2" pipe found located at the Northwest corner of said Lot 13, Block 3 having a MS State plane coordinate of N:663117.8 E:827844.09

Thence North 00 Degrees 15 Minutes 18 Seconds East 50.00 feet to a #5 rebar and cap set;

Thence South 89 Degrees 35 Minutes 27 Seconds East 10.00 feet to a #5 rebar and cap set;

Thence South 00 Degrees 15 Minutes 19 Seconds West 50.00 feet to a #5 rebar and cap set;

Thence North 89 Degrees 35 Minutes 27 Seconds West 10.00 feet to the POINT OF BEGINNING.

23 – PPIN 20809

A proposed tract of land containing 0.006 acres (250 square feet), more or less, situated in part of lot 11, Block 3 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below

description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997802, a convergence angle of -0 degrees 15 minutes 37 seconds developed at the below

described Commencing point and being more particularly described as follows:

Commencing at a 1" pipe found located at the Northwest corner of said Lot 9, Block 3 having a MS State plane coordinate of N:663317.70 E:827844.71; thence South 00 degrees 02 minutes 23 seconds East 52.09 feet; thence

South 00 degrees 15 minutes 18 Seconds West 72.82 feet to a #5 rebar and cap set (N:663192.79 E:827844.42) marking the POINT OF BEGINNING of the herein described tract:

Thence South 89 Degrees 35 Minutes 27 Seconds East 10.00 feet to a #5 rebar and cap set;

Thence South 00 Degrees 15 Minutes 19 Seconds West 25.00 feet to a #5 rebar and cap set;

Thence North 89 Degrees 35 Minutes 27 Seconds West 10.00 feet to a #5 rebar and cap set;

Thence North 00 Degrees 15 Minutes 18 Seconds East 25.00 feet to the POINT OF BEGINNING.

24 – PPIN 20807

A proposed tract of land containing 0.017 acres (728 square feet), more or less, situated in part of lots 10 and 11, Block 3 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi.

The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997802, a convergence angle of -0 degrees 15 minutes 37 seconds developed at the

below described Commencing point and being more particularly described as follows:

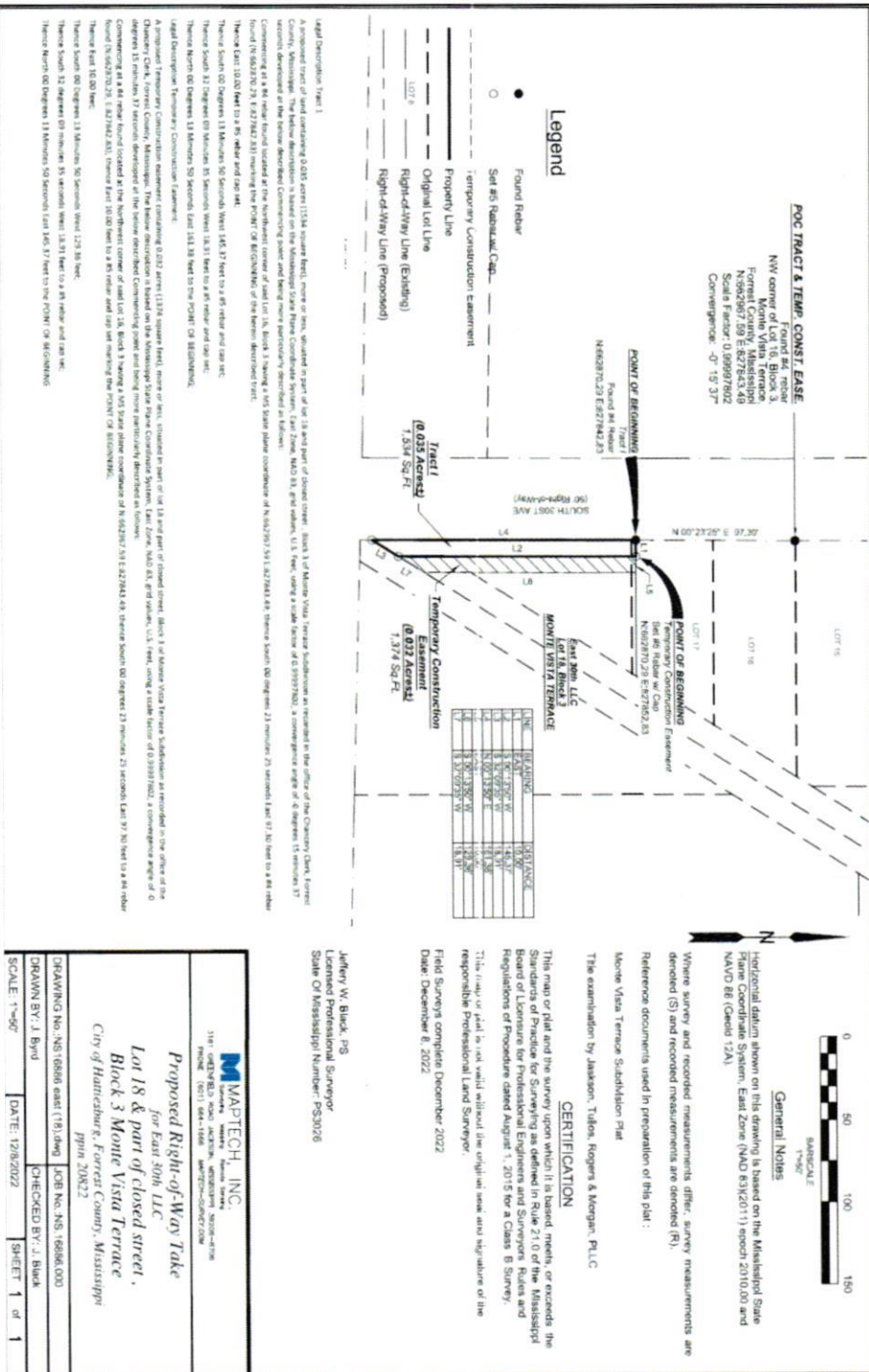
Commencing at a 1" pipe found located at the Northwest corner of said Lot 9, Block 3 having a MS State plane coordinate of N:663317.70 E:827844.71; thence South 00 degrees 02 minutes 23 seconds East 52.09 feet to the POINT OF

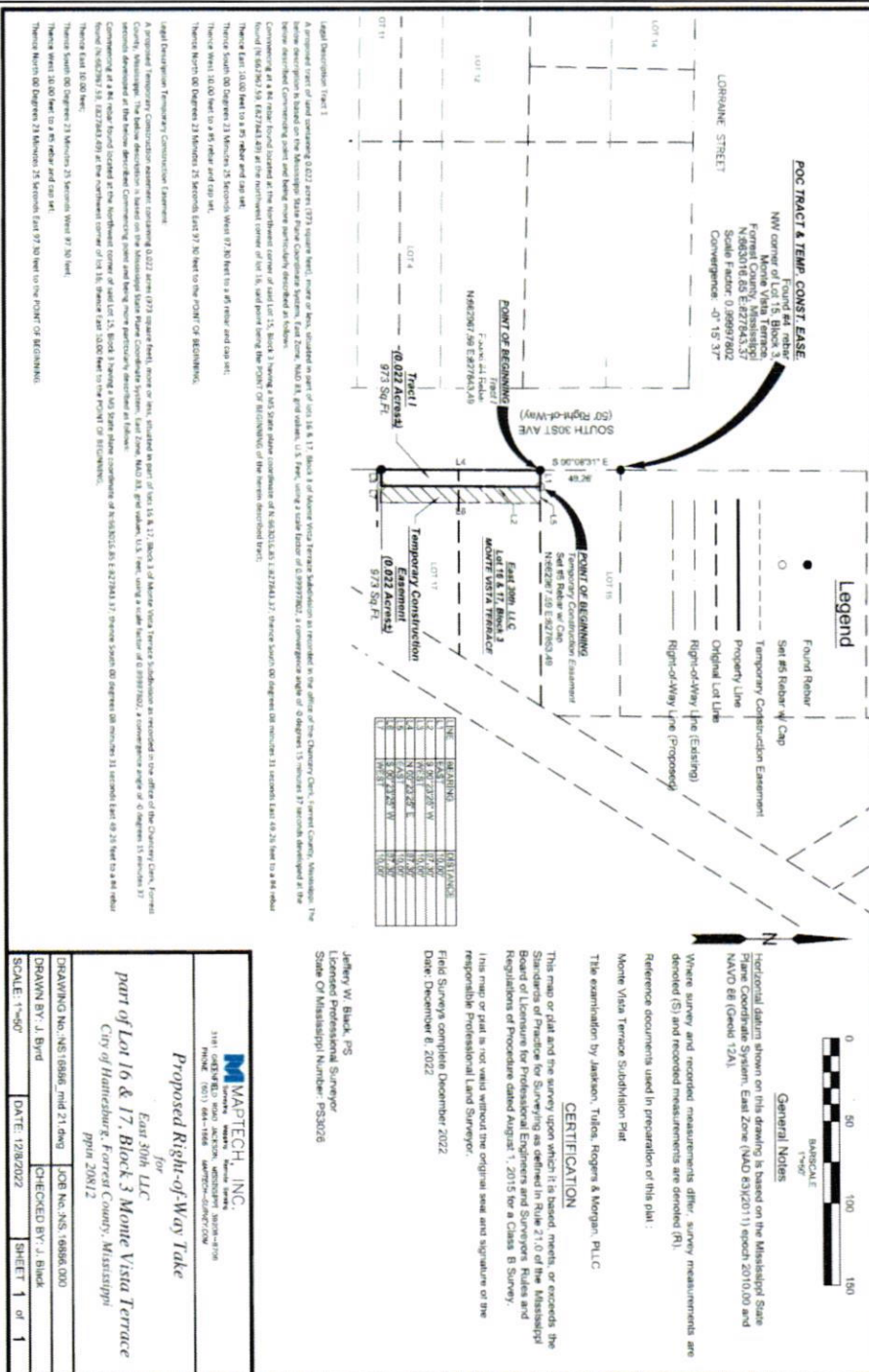
BEGINNING of the herein described tract:

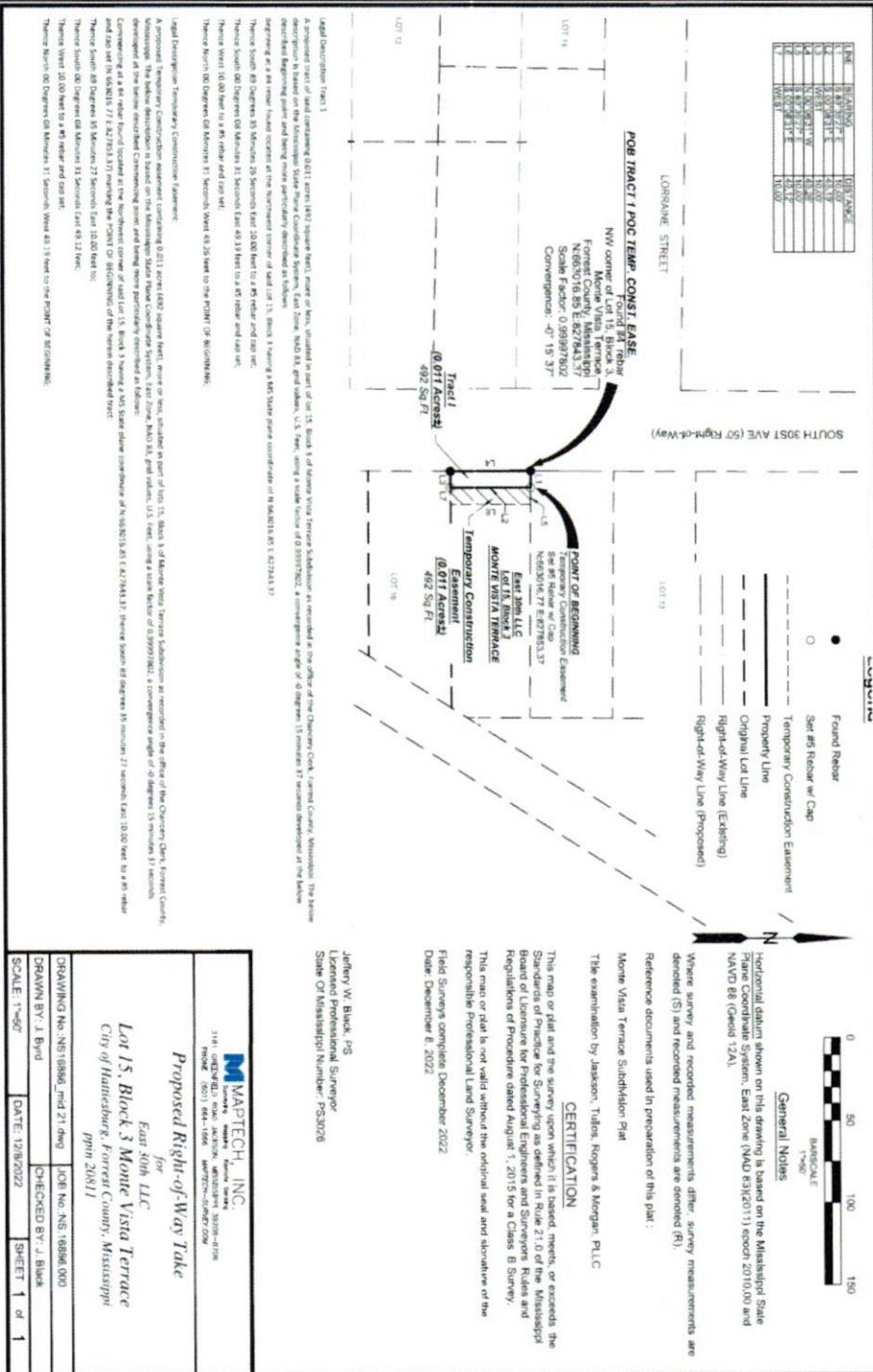
Thence South 89 Degrees 35 Minutes 27 Seconds East 10.00 feet to a #5 rebar and cap set;

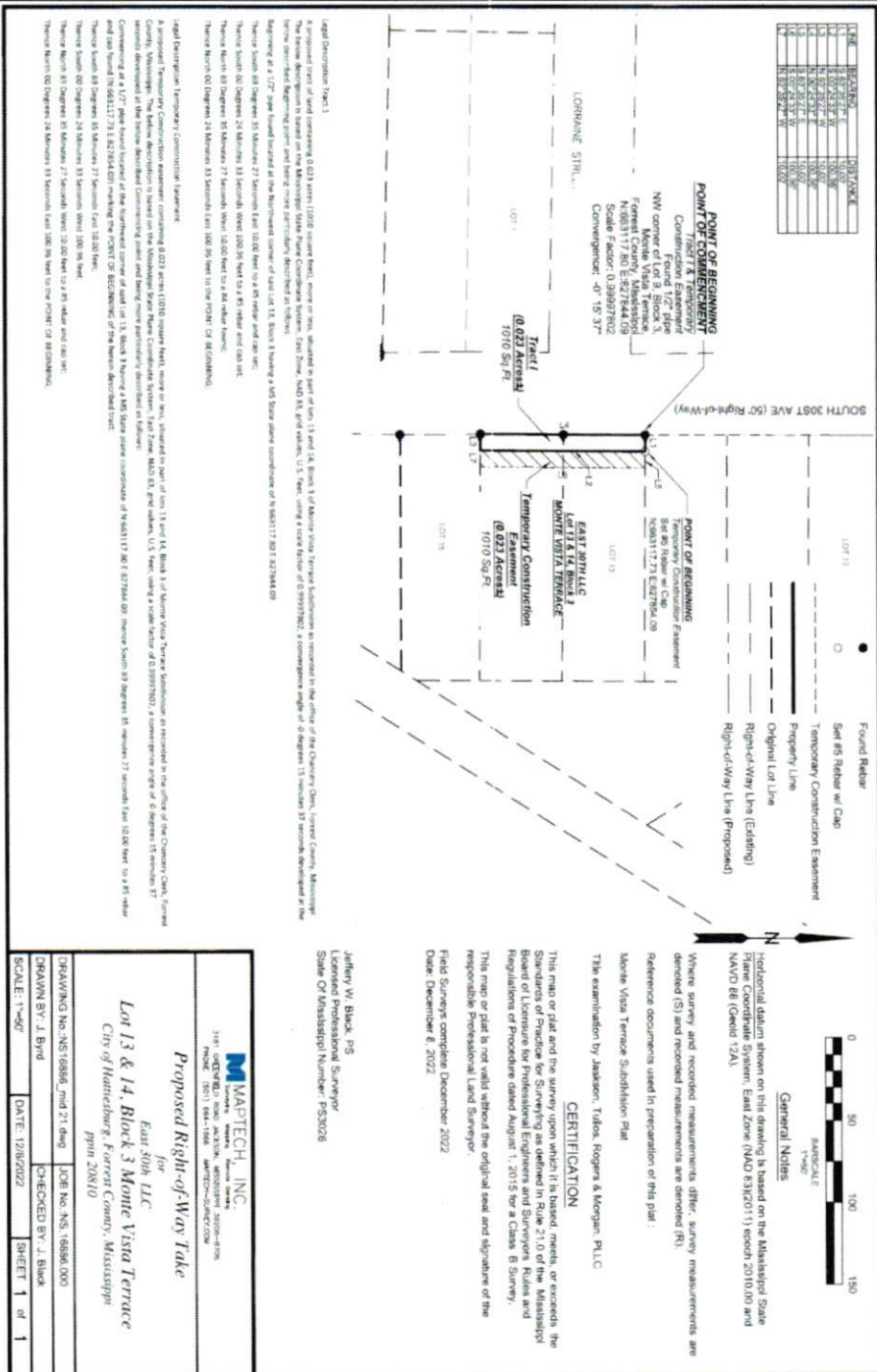
Thence South 00 Degrees 15 Minutes 19 Seconds West 72.82 feet to a #5 rebar and cap set;
Thence North 89 Degrees 35 Minutes 27 Seconds West 10.00 feet to a #5 rebar and cap set;
Thence North 00 Degrees 15 Minutes 18 Seconds East 72.82 feet to the POINT OF
BEGINNING.

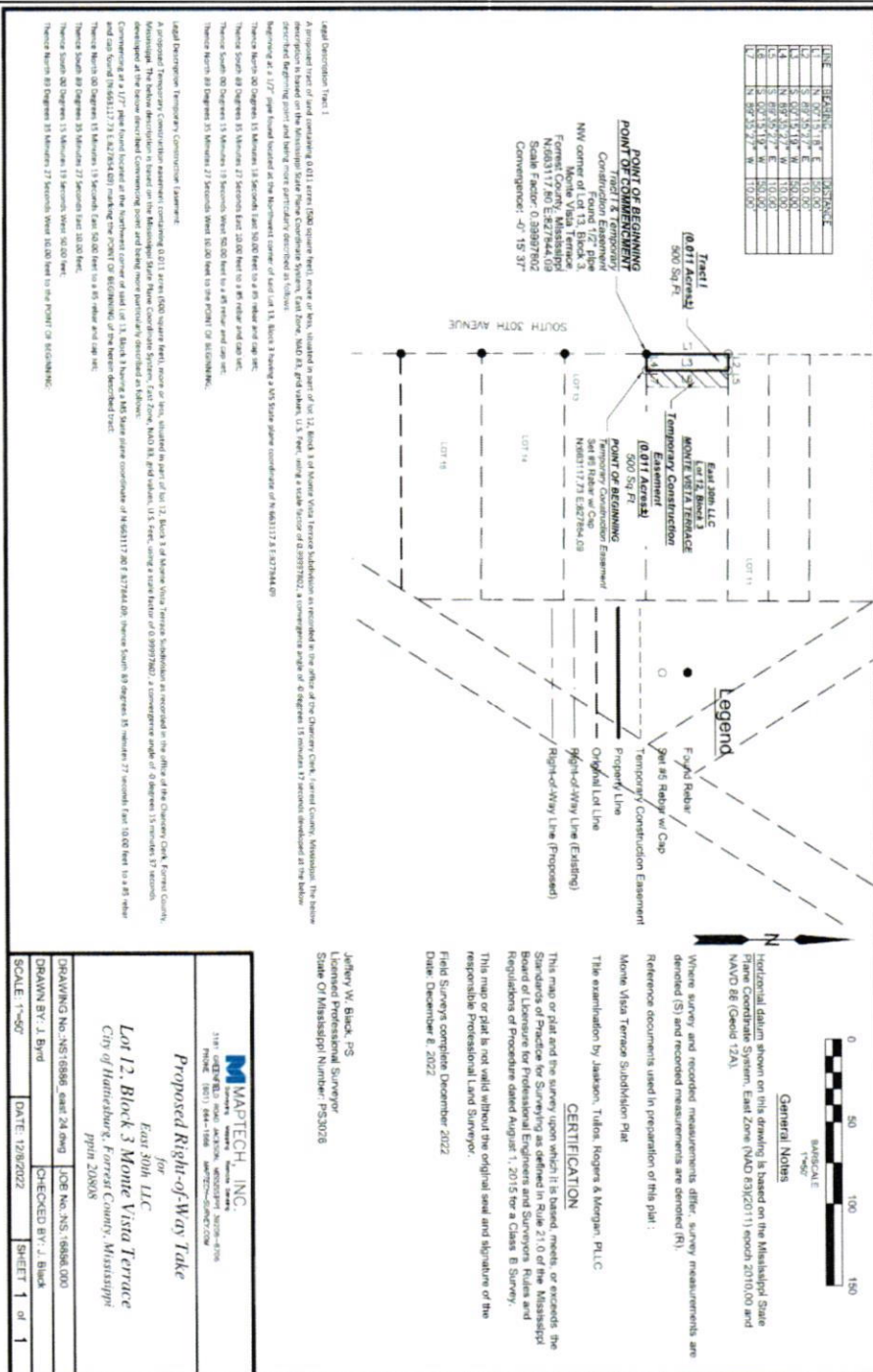
*Surveys below are for reference only and do not necessarily describe the property conveyed.



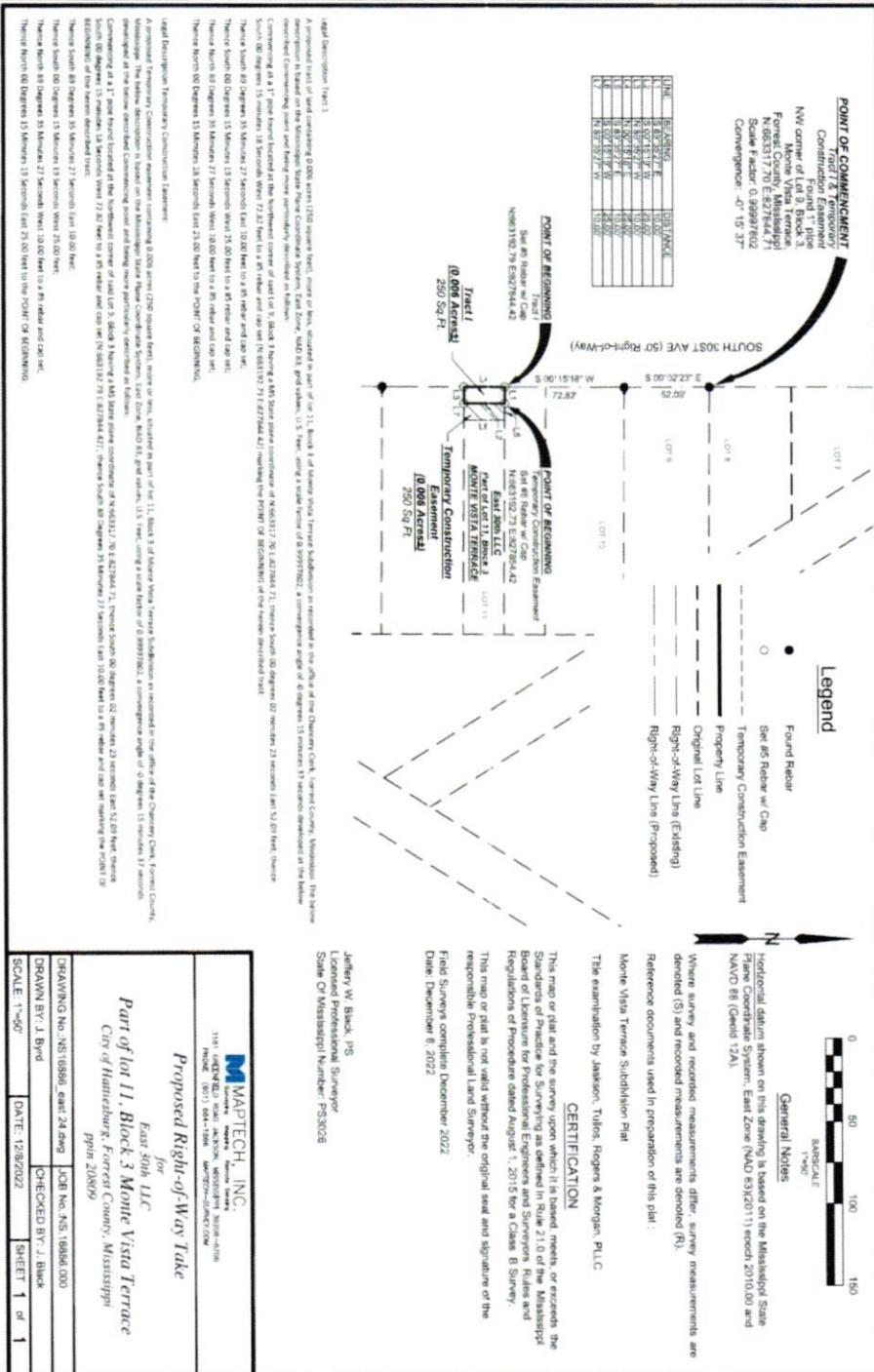


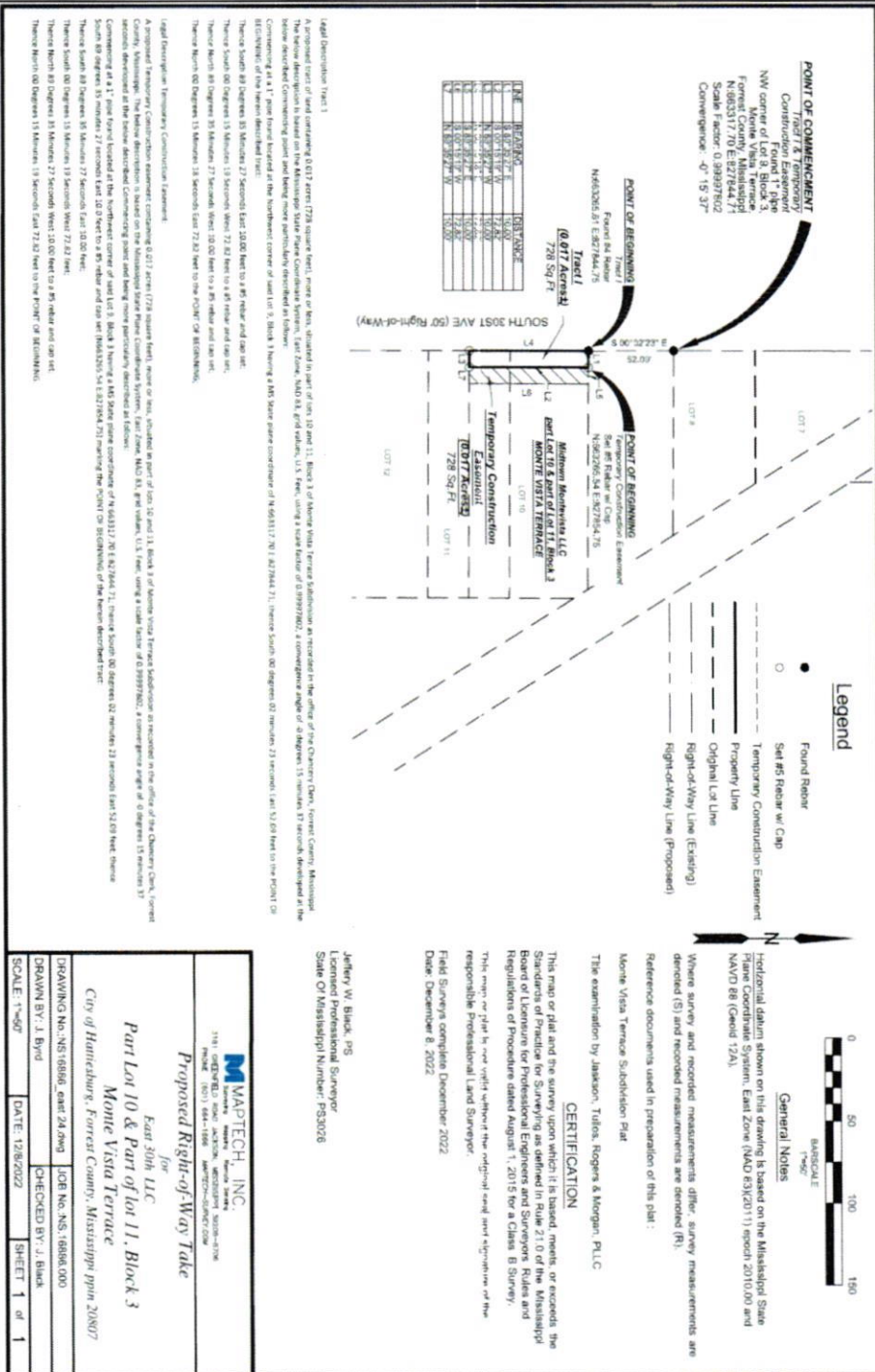






East 30th, LLC





Grantee, prepared by and return to:	Grantor Address:
City of Hattiesburg, Mississippi	East 30th, LLC
200 Forrest Street	110 Sheffield Loop
Post Office Box 1898	Hattiesburg, MS 39402
Hattiesburg, MS 39403-1898	
Phone: (601) 545-4540	Phone: (601) 264-6670

TEMPORARY EASEMENT

INDEXING INSTRUCTIONS: Part of Lots 7, 8, 10, 11, 12, 13, 14, 15, 16, 17 & 18 and part of closed street, Block 3 of Monte Vista Terrace Subdivision, City of Hattiesburg, as recorded in the office of the Chancery Clerk of Forrest County, Mississippi.

STATE OF MISSISSIPPI

COUNTY OF FORREST

For and in consideration of Ten and NO/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, East 30th, LLC, a Mississippi Limited Liability Company, does hereby grant, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi, for public improvements,

East 30th, LLC

grading, sodding, and other construction purposes on a temporary easement through, over, on and across the following described land:

See legal description of conveyed property described in EXHIBIT A attached hereto and incorporated as if fully set forth herein.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise use for construction purposes the above described land only so long as is necessary to complete the construction of said Project No. DECD-0018(36)BO in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees. Notwithstanding, this temporary easement shall expire no later than three years from the date of execution.

Grantor fully understands that it has the right to receive just compensation for the real property herein described based on an appraisal of said property. Grantor hereby waives its right to just compensation and donates the real property interests herein described to the City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi. Grantors further understands that it has the right to request that a fair market appraisal of the property be made and hereby waives that right.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee as to the subject matter, there being no oral agreements or representations of any kind.

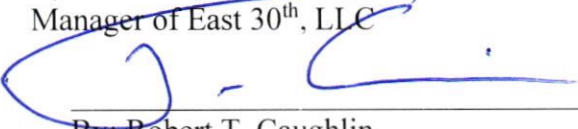
East 30th, LLC

Witness my signature this the 23 day of May A.D. 2023.

GRANTOR:

EAST 30TH, LLC
A MISSISSIPPI LIMITED LIABILITY COMPANY

By: JJ Management, LLC, a Delaware Limited Liability Company
Manager of East 30th, LLC


By: Robert T. Caughlin
Authorized Person of JJ Management, LLC

East 30th, LLC

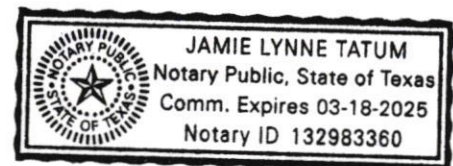
STATE OF Texas

COUNTY OF Harris

Personally appeared before me, the undersigned authority in and for said county and state, on this, 23 day of May, 2023, within my jurisdiction, the within-named Robert T. Caughlin, who acknowledged that he is an Authorized Person of JJ Management, LLC, which acknowledged that it is the Manager of East 30th, LLC, and that in said capacity, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

[Signature] (NOTARY PUBLIC)

My commission expires: 3-18-25



East 30th, LLC

18 – PPIN 20822

A proposed Temporary Construction easement containing 0.032 acres (1374 square feet), more or less, situated in part of lot 18 and part of closed street, Block 3 of Monte Vista Terrace Subdivision as recorded in the office of the

Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997802, a convergence angle of -0 degrees 15 minutes 37 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a #4 rebar found located at the Northwest corner of said Lot 16, Block 3 having a MS State plane coordinate of N:662967.59 E:827843.49; thence South 00 degrees 23 minutes 25 seconds East 97.30 feet to a #4 rebar found (N:662870.29, E:827842.83); thence East 10.00 feet to a #5 rebar and cap set marking the POINT OF BEGINNING;

Thence East 10.00 feet;

Thence South 00 Degrees 13 Minutes 50 Seconds West 129.36 feet;

Thence South 32 degrees 09 minutes 35 seconds West 18.91 feet to a #5 rebar and cap set;

Thence North 00 Degrees 13 Minutes 50 Seconds East 145.37 feet to the POINT OF BEGINNING.

19 – PPIN 20812

A proposed Temporary Construction easement containing 0.022 acres (973 square feet), more or less, situated in part of lots 16 & 17, Block 3 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest

County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997802, a convergence angle of -0 degrees 15 minutes 37

seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a #4 rebar found located at the Northwest corner of said Lot 15, Block 3 having a MS State plane coordinate of N:663016.85 E:827843.37; thence South 00 degrees 08 minutes 31 seconds East 49.26 feet to a #4 rebar

found (N:662967.59, E:827843.49) at the northwest corner of lot 16; thence East 10.00 feet to the POINT OF BEGINNING;

Thence East 10.00 feet;

Thence South 00 Degrees 23 Minutes 25 Seconds West 97.30 feet;

Thence West 10.00 feet to a #5 rebar and cap set;

Thence North 00 Degrees 23 Minutes 25 Seconds East 97.30 feet to the POINT OF BEGINNING.

20 – PPIN 20811

A proposed Temporary Construction easement containing 0.011 acres (492 square feet), more or less, situated in part of lots 15, Block 3 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997802, a convergence angle of -0 degrees 15 minutes 37 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a #4 rebar found located at the Northwest corner of said Lot 15, Block 3 having a MS State plane coordinate of N:663016.85 E:827843.37; thence South 89 degrees 35 minutes 27 seconds East 10.00 feet to a #5 rebar and cap set (N:663016.77 E:827853.37) marking the POINT OF BEGINNING of the herein described tract:

Thence South 89 Degrees 35 Minutes 27 Seconds East 10.00 feet to;

Thence South 00 Degrees 08 Minutes 31 Seconds East 49.12 feet;

Thence West 10.00 feet to a #5 rebar and cap set;

Thence North 00 Degrees 08 Minutes 31 Seconds West 49.19 feet to the POINT OF BEGINNING.

21 – PPIN 20810

A proposed Temporary Construction easement containing 0.023 acres (1010 square feet), more or less, situated in part of lots 13 and 14, Block 3 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997802, a convergence angle of -0 degrees 15 minutes 37 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a 1/2" pipe found located at the Northwest corner of said Lot 13, Block 3 having a MS State plane coordinate of N:663117.80 E:827844.09; thence South 89 degrees 35 minutes 27 seconds East 10.00 feet to a #5 rebar and cap found (N:663117.73 E:827854.09) marking the POINT OF BEGINNING of the herein described tract:

Thence South 89 Degrees 35 Minutes 27 Seconds East 10.00 feet;

Thence South 00 Degrees 24 Minutes 33 Seconds West 100.96 feet;

Thence North 89 Degrees 35 Minutes 27 Seconds West 10.00 feet to a #5 rebar and cap set;

Thence North 00 Degrees 24 Minutes 33 Seconds East 100.96 feet to the POINT OF BEGINNING.

22 – PPIN 20808

A proposed Temporary Construction easement containing 0.011 acres {500 square feet),
East 30th, LLC

more or less, situated in part of lot 12, Block 3 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997802, a convergence angle of -0 degrees 15 minutes 37 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a 1/2" pipe found located at the Northwest corner of said Lot 13, Block 3 having a MS State plane coordinate of N:663117.80 E:827844.09; thence South 89 degrees 35 minutes 27 seconds East 10.00 feet to a #5 rebar and cap found (N:663117.73 E:827854.09) marking the POINT OF BEGINNING of the herein described tract:

Thence North 00 Degrees 15 Minutes 19 Seconds East SO.OD feet to a #5 rebar and cap set;
Thence South 89 Degrees 35 Minutes 27 Seconds East 10.00 feet;
Thence South 00 Degrees 15 Minutes 19 Seconds West 50.00 feet;
Thence North 89 Degrees 35 Minutes 27 Seconds West 10.00 feet to the POINT OF BEGINNING.

23 - PPIN 20809

A proposed Temporary Construction easement containing 0.006 acres (250 square feet), more or less, situated in part of lot 11, Block 3 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997802, a convergence angle of -0 degrees 15 minutes 37 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a 1" pipe found located at the Northwest corner of said Lot 9, Block 3 having a MS State plane coordinate of N:663317.70 E:827844.71; thence South 00 degrees 02 minutes 23 seconds East 52.09 feet; thence South 00 degrees 15 minutes 18 Seconds West 72.82 feet to a #5 rebar and cap set (N:663192.79 E:827844.42); thence South 89 Degrees 35 Minutes 27 Seconds East 10.00 feet to a #5 rebar and cap set marking the POINT OF BEGINNING of the herein described tract:

Thence South 89 Degrees 35 Minutes 27 Seconds East 10.00 feet;
Thence South 00 Degrees 15 Minutes 19 Seconds West 25.00 feet;
Thence North 89 Degrees 35 Minutes 27 Seconds West 10.00 feet to a #5 rebar and cap set;
Thence North 00 Degrees 15 Minutes 19 Seconds East 25.00 feet to the POINT OF BEGINNING.

24 – PPIN 20807

A proposed Temporary Construction easement containing 0.017 acres (728 square feet),
East 30th, LLC

more or less, situated in part of lots 10 and 11, Block 3 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997802, a convergence angle of -0 degrees 15 minutes 37 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a 1" pipe found located at the Northwest corner of said Lot 9, Block 3 having a MS State plane coordinate of N:663317.70 E:827844.71; thence South 00 degrees 02 minutes 23 seconds East 52.09 feet; thence South 89 degrees 35 minutes 27 seconds East 10.0 feet to a #5 rebar and cap set (N663265.54 E:827854.75) marking the POINT OF BEGINNING of the herein described tract:

Thence South 89 Degrees 35 Minutes 27 Seconds East 10.00 feet;

Thence South 00 Degrees 15 Minutes 19 Seconds West 72.82 feet;

Thence North 89 Degrees 35 Minutes 27 Seconds West 10.00 feet to a #5 rebar and cap set;

Thence North 00 Degrees 15 Minutes 19 Seconds East 72.82 feet to the POINT OF BEGINNING.

29 – PPIN 20805

A proposed Temporary Construction easement containing 0.042 acres (1826 square feet), more or less, situated in part of lots 7, 8 & part of closed street, Block 3 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997802, a convergence angle of -0 degrees 15 minutes 37 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a found rebar located at the Northwest corner of said Lot 9, Block 3 having a MS State plane coordinate of N:663317.70 E:827844.71; thence South 89 degrees 35 minutes 27 Seconds East 10.0 feet to a #5 rebar with

plastic cap set (N:663317.63,E:827854.71) marking the POINT OF BEGINNING;

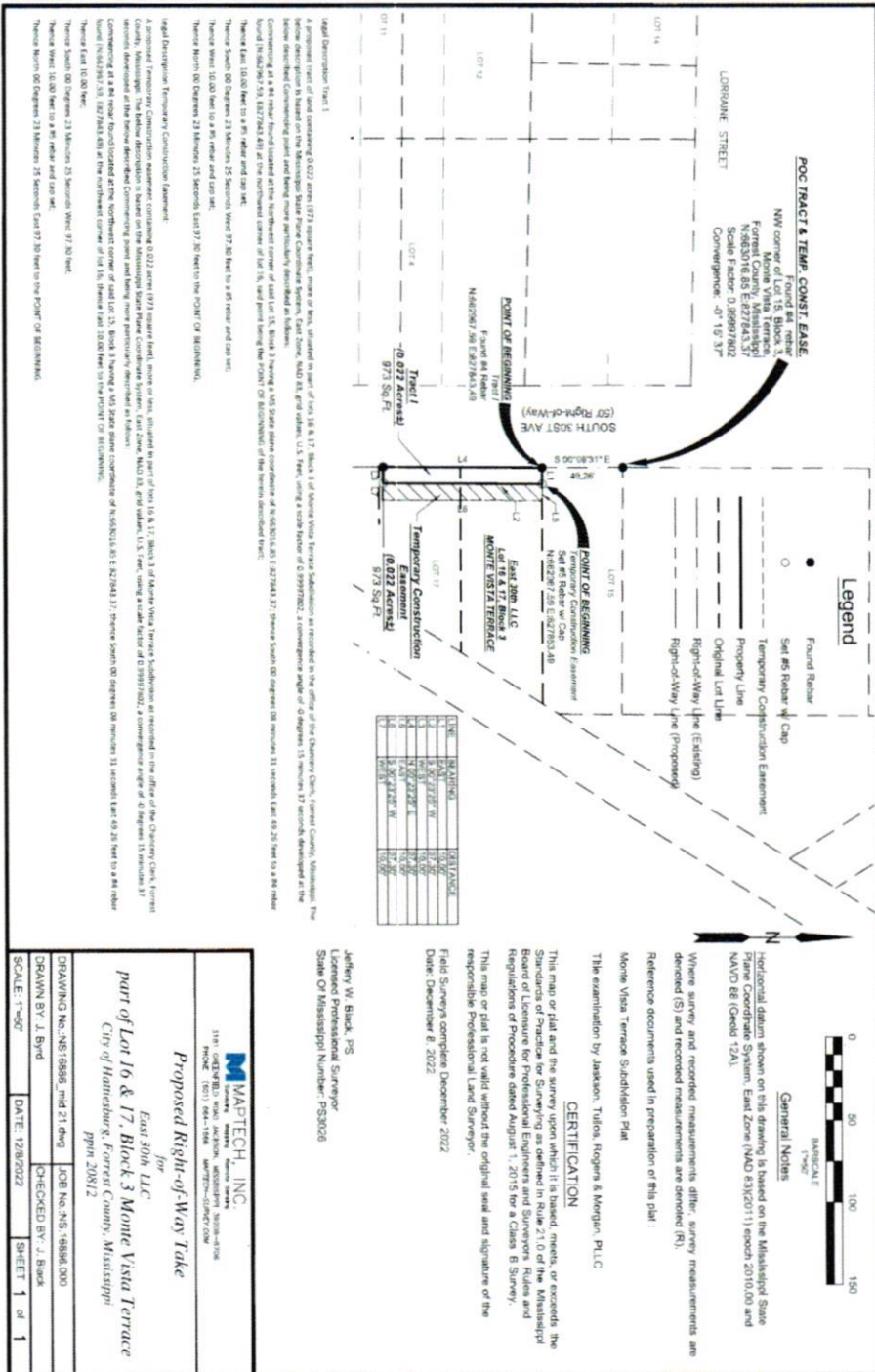
Thence North 00 Degrees 07 Minutes 53 Seconds East 190.49 feet to a #5 rebar and cap set;

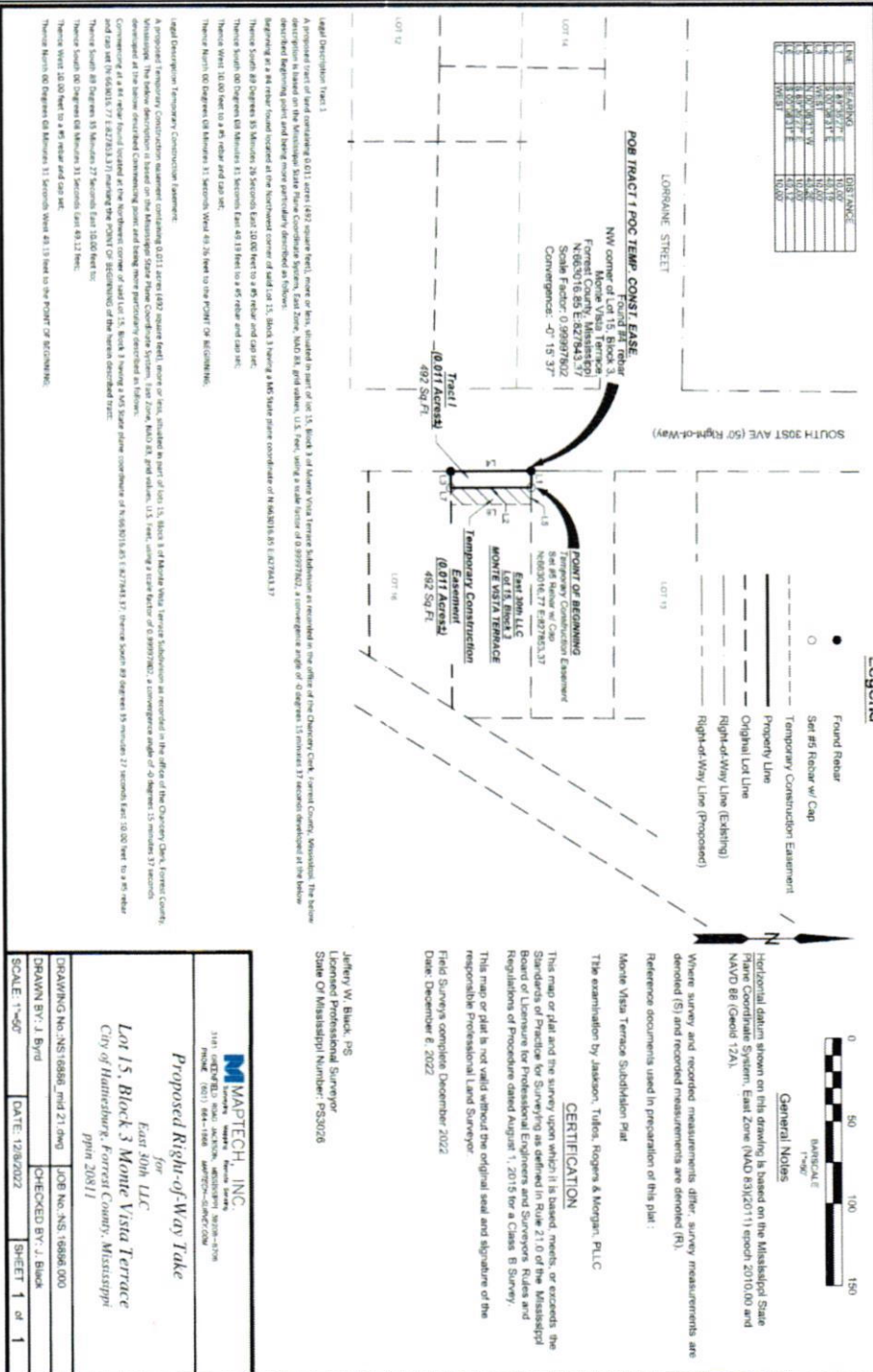
Thence South 32 Degrees 00 Minutes 50 Seconds East 18.79 feet;

Thence South 00 Degrees 07 Minutes 53 Seconds West 174.62 feet;

Thence North 89 Degrees 35 Minutes 27 Seconds West 10.00 feet to the POINT OF BEGINNING.

*Surveys below are for reference only and do not necessarily describe the property conveyed.





Where survey and recorded measurements differ, survey measurements are denoted (S) and recorded measurements are denoted (R).

Reference documents used in preparation of this plot :

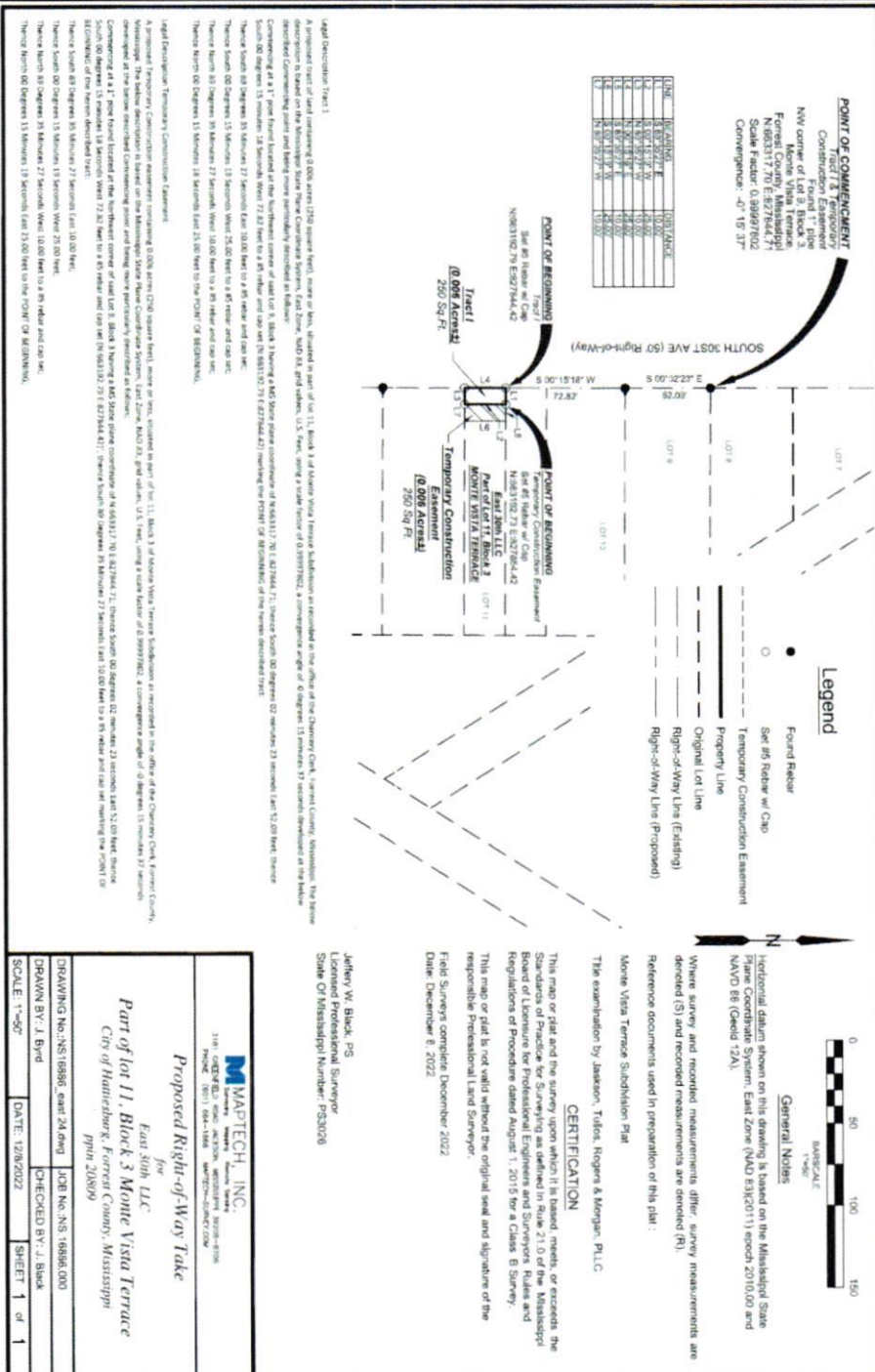
Monte Vista Terrace Subdivision Plat

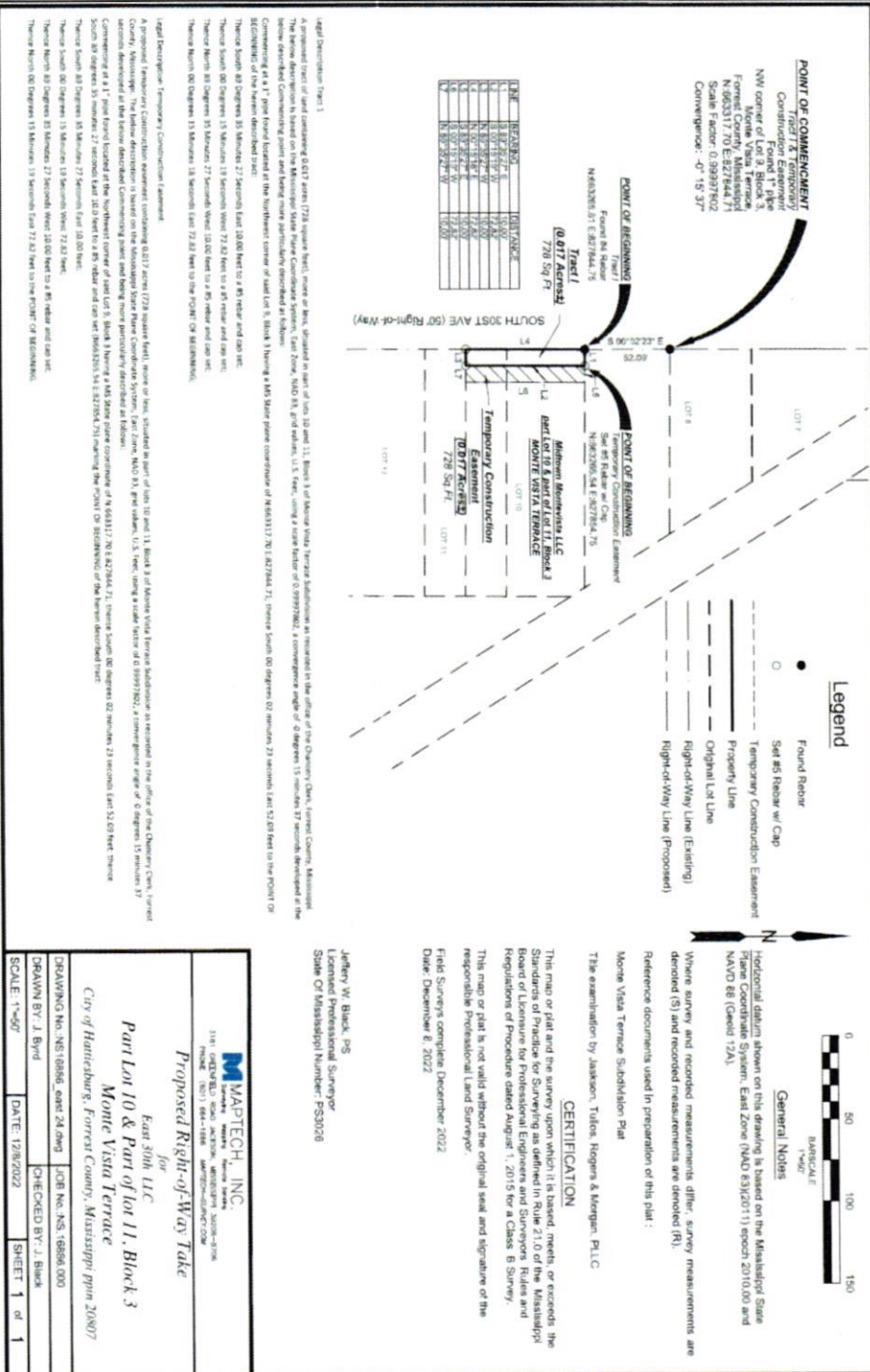
The examination by Jackson, Tuttle, Rogers & Morgan, PLLC

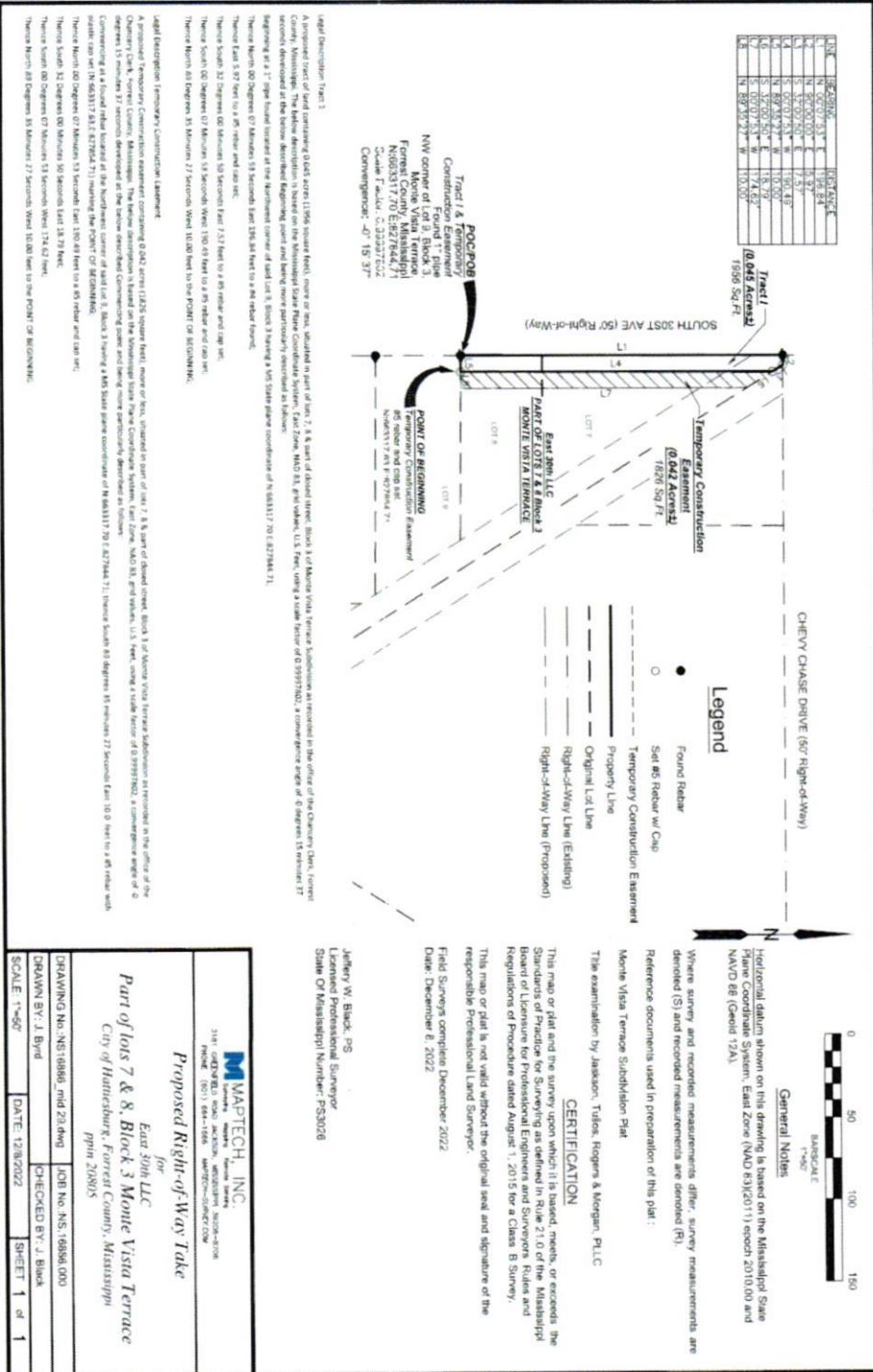
This map or plat is not valid without the original seal and signature of the
 responsible Professional Land Surveyor.
 Field Surveyor's complete December 2022
 State, December 8, 2022

Jeffery W. Black, PS
Licensed Professional Surveyor
State Of Mississippi Number: PS3026

 MAPTECH, INC. Mapping Software 3118 Oldfield Rd., Austin, TX 78748 Phone: (512) 844-1188 Fax: (512) 844-2700	
DRAWING NO.: NS-16858 Rev. 24 Aug DRAWN BY: J. Bird SCALE: 1"=50'	
DATE: 12/06/2022 CHECKED BY: J. Black SHEET 1 of 1	JOB NO.: NS-16858-000 LOT 12, BLOCK 3 MOnte Vista Terrace City of Hattiesburg, Forrest County, Mississippi ppn 20088









Memorandum

To: Mayor Toby Barker and Members of City Council

From: Hunter White, Deputy Director

cc:

Date: Tuesday, June 20, 2023

Re: Accept donation of a portion of property identified as Forrest County Parcel PPINs 20850, 20849, 20855, 20856, 26497, 20857 from Midtown Montevista, LLC, and declaring said property interests identified as necessary for public use and authorizing the Mayor to acquire deeds and conveyances from and any and all interest holders in said property, and to acquire rights to the property from all interests holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.
File Number: 2023-423
Minute Book #

Summary

Accept donation of a portion of property identified as Forrest County Parcel PPINs 20850, 20849, 20855, 20856, 26497, 20857 from Midtown Montevista, LLC, and declaring said property interests identified as necessary for public use and authorizing the mayor to acquire deeds and conveyances from and any and all interest holders in said property, and to acquire rights to the property from all interests holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 20, 2023 City Council meeting for consideration.

Grantee, prepared by and return to:	Grantor Address:
City of Hattiesburg, Mississippi	Midtown Montevista, LLC
200 Forrest Street	110 Sheffield Loop
Post Office Box 1898	Hattiesburg, MS 39402
Hattiesburg, MS 39403-1898	
Phone: (601) 545-4540	Phone: (601) 264-6670

TEMPORARY EASEMENT

INDEXING INSTRUCTIONS: Part of lots 1, 2, 3, 4, 11, 12, 13, 14 of Block 7 of Monte Vista Terrace Subdivision, City of Hattiesburg, Forrest County, Mississippi
AND Part of the NW¼ of the SE¼ of Section 7, Township 4 North, Range 13 West, City of Hattiesburg, Forrest County, Mississippi

STATE OF MISSISSIPPI

COUNTY OF FORREST

For and in consideration of Ten and NO/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, Midtown Montevista, LLC, a Mississippi Limited Liability Company, does hereby grant, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi, for public

MIDTOWN MONTEVISTA, LLC

improvements, grading, sodding, and other construction purposes on a temporary easement through, over, on and across the following described land:

See legal description of conveyed property described in EXHIBIT A attached hereto and incorporated as if fully set forth herein.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise use for construction purposes the above described land only so long as is necessary to complete the construction of said Project No. DECD-0018(36)BO in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees. Notwithstanding, this temporary easement shall expire no later than three years from the date of execution.

Grantor fully understands that it has the right to receive just compensation for the real property herein described based on an appraisal of said property. Grantor hereby waives its right to just compensation and donates the real property interests herein described to the City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi. Grantors further understands that it has the right to request that a fair market appraisal of the property be made and hereby waives that right.

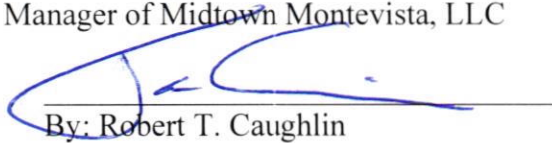
It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee as to the subject matter, there being no oral agreements or representations of any kind.

Witness my signature this the 23 day of May A.D. 2023.

GRANTOR:

MIDTOWN MONTEVISTA, LLC
A MISSISSIPPI LIMITED LIABILITY COMPANY

By: JJ Management, LLC, a Delaware Limited Liability Company
Manager of Midtown Montevista, LLC



By: Robert T. Caughlin
Authorized Person of JJ Management, LLC

MIDTOWN MONTEVISTA, LLC

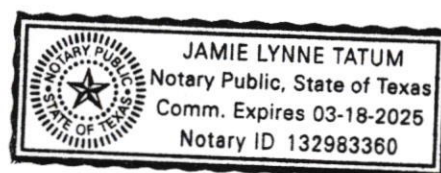
STATE OF Texas

COUNTY OF Harris

Personally appeared before me, the undersigned authority in and for said county and state, on this, 23 day of May, 2023, within my jurisdiction, the within-named Robert T. Caughlin, who acknowledged that he is an Authorized Person of JJ Management, LLC, which acknowledged that it is the Manager of Midtown Montevista, LLC, and that in said capacity, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

 (NOTARY PUBLIC)

My commission expires: 3-18-25



MIDTOWN MONTEVISTA, LLC

Exhibit A

27 – PPIN 20850

Legal Description Temporary Construction Easement:

A proposed Temporary Construction easement containing 0.008 acres (380 square feet), more or less, situated in part of lots 3 & 4, Block 7 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest

County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997814, a convergence angle of -0 degrees 15 minutes 39 seconds developed at the below described commencing point and being more particularly described as follows:

Commencing at a found rebar located at the Northwest corner of said Lot 14, Block 7 having a MS State plane coordinate of N:663065.12 E:827492.96; thence along the North line of said Block 7, South 88 degrees 49 minutes 34 Seconds East 300.79 feet to a 1/2" pipe found; thence South 00 degrees 39 minutes 12 Seconds West 50.95 feet to a #4 rebar found; thence South 00 degrees 30 minutes 33 seconds

East 50.88 feet to a 1/2" pipe found (N:662957.13,E:27793.56); thence North 88 degrees 35 minutes 42 Seconds West 3.84 feet to a #5 rebar and cap set marking the POINT OF BEGINNING;

Thence South 00 Degrees 14 Minutes 30 Seconds West 76.02 feet;

Thence North 89 Degrees 24 Minutes 28 Seconds West 5.00 feet;

Thence North 00 Degrees 14 Minutes 30 Seconds East 76.09 feet;

Thence South 88 Degrees 35 Minutes 42 Seconds East 5.00 feet to the POINT OF BEGINNING.

28 -PPIN – 20849

A proposed Temporary Construction easement containing 0.028 acres (1216 square feet), more or less, situated in part of lots 1 & 2, Block 7 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest

County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997814, a convergence angle of -0 degrees 15 minutes 39

seconds developed at the below described commencing point and being more particularly described as follows:

Commencing at a found rebar located at the Northwest corner of said Lot 14, Block 7 having a MS State plane coordinate of N:663065.12 E:827492.96; thence along the North line of said Block 7, South 88 degrees 49 minutes 34

Seconds East 150.79 feet to a #5 rebar with plastic cap set (N:663062.03,E:827643.72}); marking the POINT OF BEGINNING;
Thence South 88 Degrees 49 Minutes 34 Seconds East 146.46 feet to a #5 rebar Set;
Thence South 00 Degrees 14 Minutes 30 Seconds West 101.80 feet to a #5 rebar Set;
Thence North 88 Degrees 35 Minutes 42 Seconds West 5.00 feet;
Thence North 00 Degrees 14 Minutes 30 Seconds East 96.78 feet;
Thence North 88 Degrees 49 Minutes 34 Seconds West 141.46 feet;
Thence North 00 Degrees 14 Minutes 47 Seconds East 5.00 feet to the POINT OF BEGINNING.

30 – PPIN 20855

A proposed temporary construction easement containing 0.009 acres (397 square feet), more or less, situated in part of lots 12 & 11, Block 7 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997814, a convergence angle of -0 degrees 15 minutes 39 seconds developed at the below described commencing point and being more particularly described as follows:

Commencing at a found rebar located at the Northwest corner of said Lot 14, Block 7 having a MS State plane coordinate of N:663065.12 E:827492.96; thence along the West line of said Block 7, South 0 degrees 33 minutes 17 Seconds West 101.29 feet to a #5 rebar with plastic cap set, (N:662884.29,E:827491.21); thence South 88 degrees 58 minutes 26 seconds East 7.00 feet to a #5 rebar and cap set (N:662963.71 E:827498.98) marking the POINT OF BEGINNING;
Thence South 89 Degrees 05 Minutes 05 Seconds East 5.00 feet;
Thence South 00 Degrees 54 Minutes 55 Seconds West 79.49 feet;
Thence North 89 Degrees 05 Minutes 05 Seconds West 5.00 feet;
Thence North 00 Degrees 54 Minutes 55 Seconds East 79.49 feet to the POINT OF BEGINNING.

31 – PPIN 20856

Legal Description Temporary Construction Easement:

A proposed temporary construction easement containing 0.02 acres (975 square feet), more or less, situated in part of lots 13 & 14, Block 7 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997814, a convergence angle of -0 degrees 15 minutes 39 seconds developed at the below described commencing point and being more particularly described as follows:

Commencing at a found rebar located at the Northwest corner of said Lot 14, Block 7 having a MS State plane coordinate of N:663065.12 E:827492.96; Thence South 88 Degrees 49 Minutes 34 Seconds East 106.53 feet to a #5 rebar & cap set; Thence South 01 Degrees 10 Minutes 26 Seconds West 5.00 feet to a #5 rebar & cap set (N:663057.94 E:827599.37) Marking the POINT OF BEGINNING; Thence North 88 Degrees 49 Minutes 34 Seconds West 94.42 feet; Thence South 00 Degrees 35 Minutes 23 Seconds West 96.26 feet; Thence North 88 Degrees 58 Minutes 26 Seconds West 5.00 feet to a #5 rebar & cap set; Thence North 00 Degrees 38 Minutes 02 Seconds East 101.27 feet to a #5 rebar & cap set; Thence South 88 Degrees 49 Minutes 34 Seconds East 99.39 feet to a #5 rebar & cap set; Thence South 01 Degrees 10 Minutes 26 Seconds West 5.00 feet to the POINT OF BEGINNING.

38 – PPIN 20857

A proposed temporary construction easement 0.005 acres (221 square feet), more or less, situated in part of lots 13 & 14, Block 7 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997814, a convergence angle of -0 degrees 15 minutes 39 seconds developed at the below described commencing point and being more particularly described as follows:

Commencing at a found rebar located at the Northwest corner of said Lot 14, Block 7 having a MS State plane coordinate of N:663065.12 E:827492.96; thence along the North line of said Block 7, South 88 degrees 49 minutes 34 Seconds East 106.53 feet to a #S rebar with plastic cap set, (N:663062.94,E:827599.47) marking the POINT OF BEGINNING; Thence South 88 Degrees 49 Minutes 34 Seconds East 44.26 feet; Thence South 00 Degrees 14 Minutes 47 Seconds West 5.00 feet; Thence North 88 Degrees 49 Minutes 34 Seconds West 44.34 feet; Thence North 01 Degrees 10 Minutes 26 Seconds East 5.00 feet to the POINT OF BEGINNING.

36 – PPIN 26497

A proposed temporary construction easement containing 0.013 acres (546 square feet), more or less, situated in part of the NW¼ of the SE¼ of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997817, a convergence angle of -0 degrees 15 minutes 40 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a 1 ¼" iron bar found located at the Northeast corner of Lot 8, Cherokee Court Subdivision having a MS State plane coordinate of N:662931.07 E:827442.29; thence North 00 degrees 09 minutes 33 seconds

East 141.09 feet to a #4 rebar found; thence North 00 degrees 35 minutes 33 seconds West 139.23 feet to a #4 rebar found (N663211.38 E:827441.24) marking the POINT OF BEGINNING;

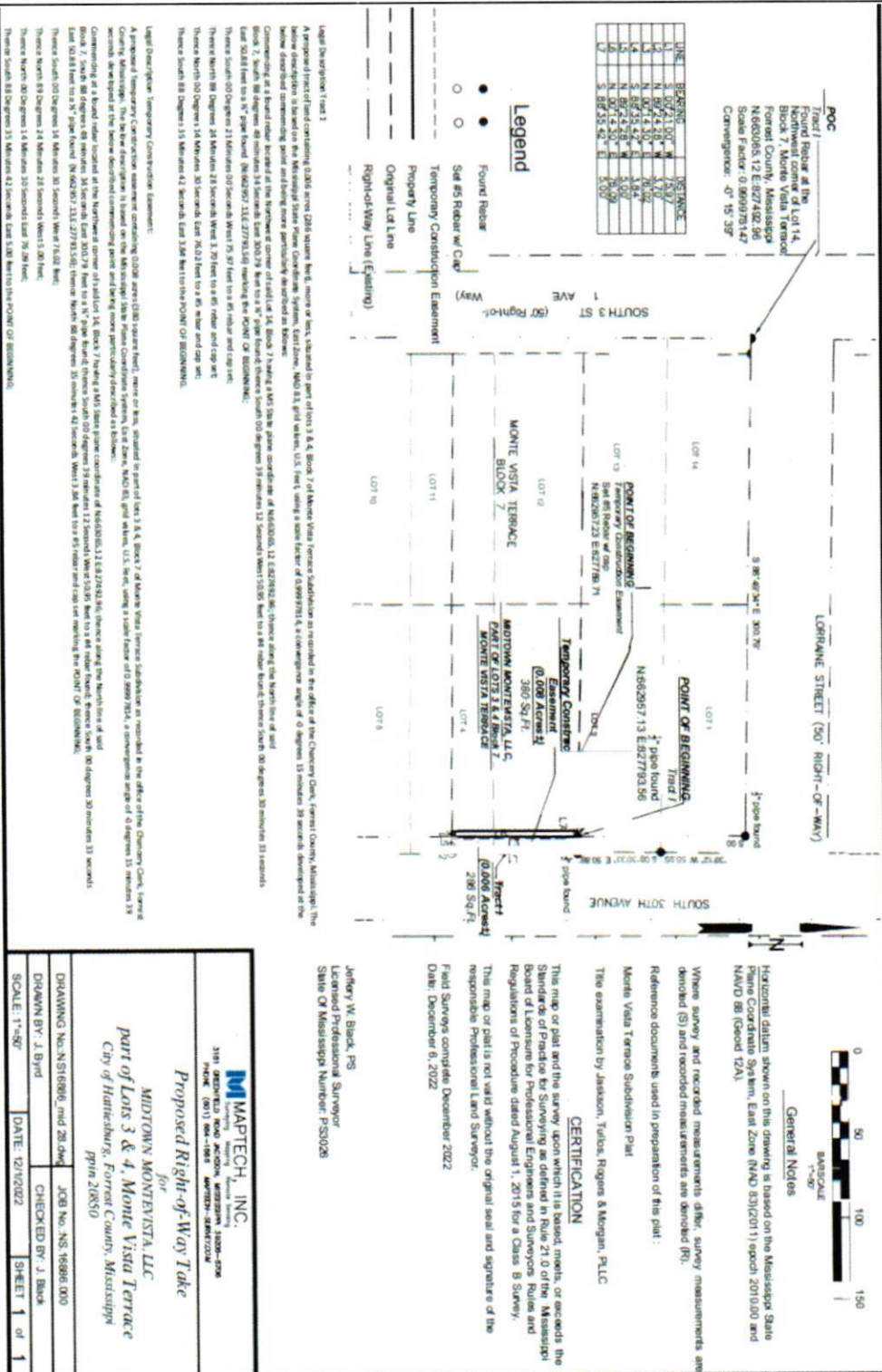
Thence North 88 Degrees 49 Minutes 01 Seconds West 5.00 feet;

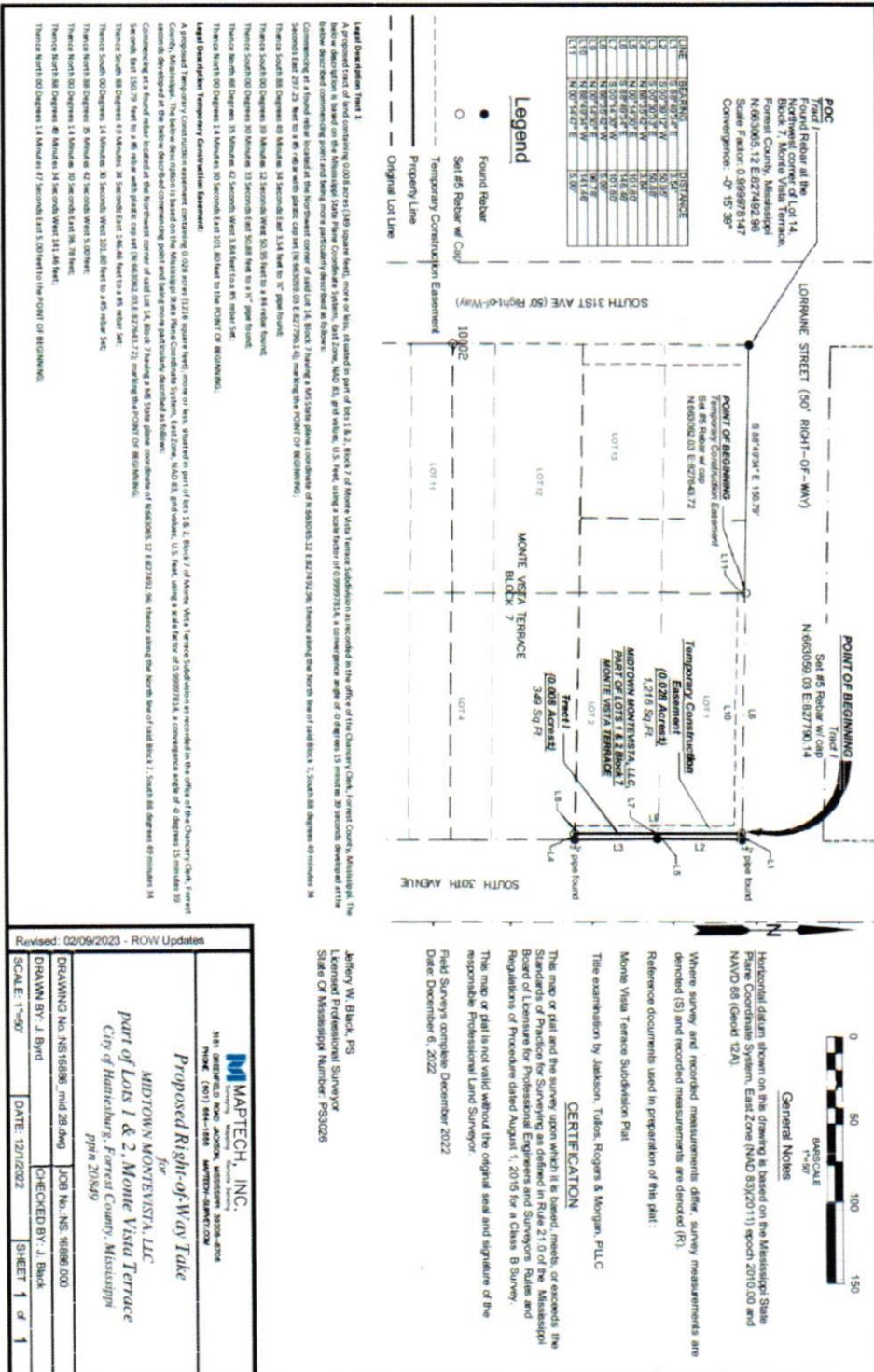
Thence North 01 Degrees 14 Minutes 07 Seconds East 109.09 feet;

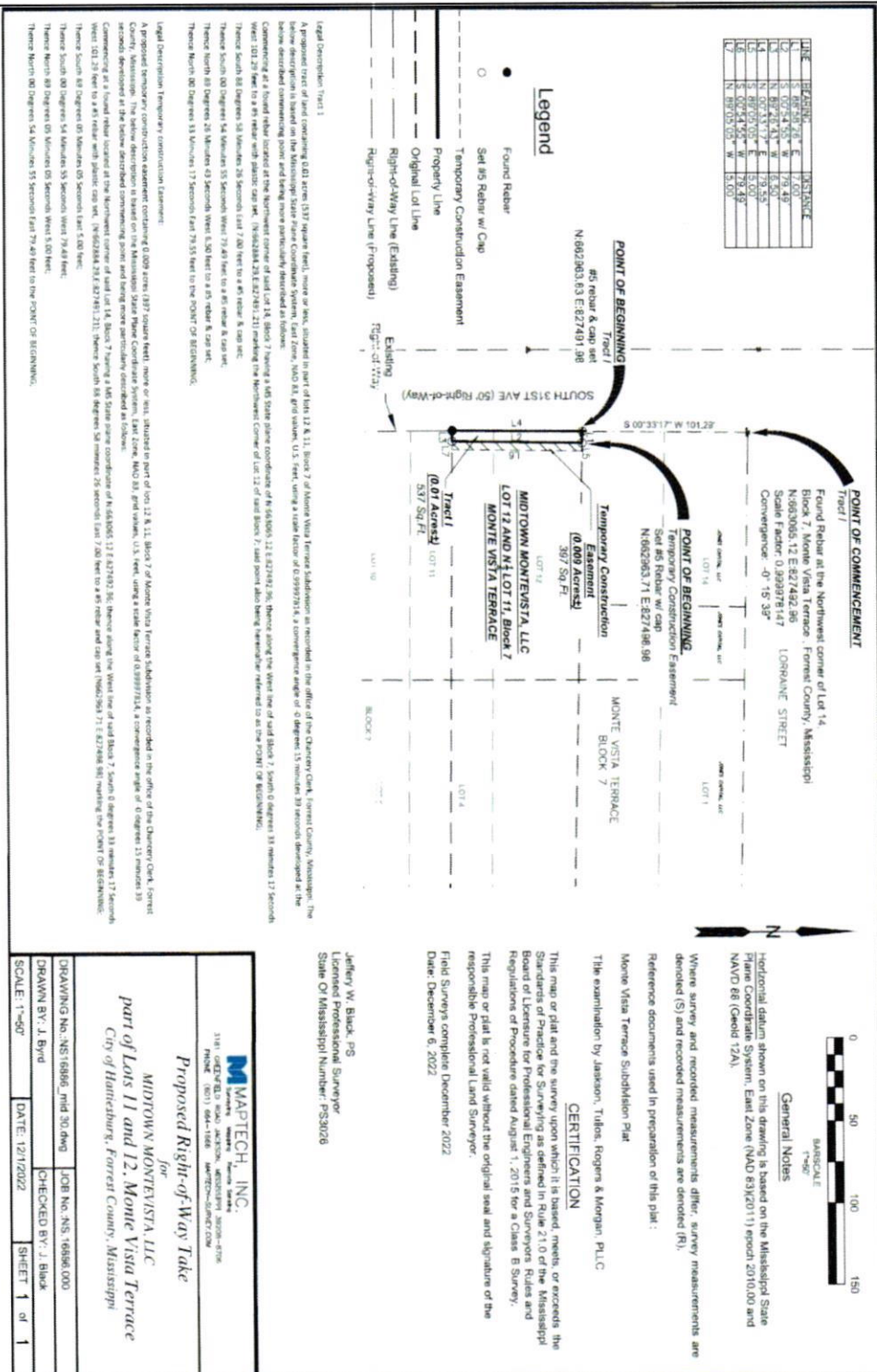
Thence South 88 Degrees 45 Minutes 57 Seconds East 5.00 feet;

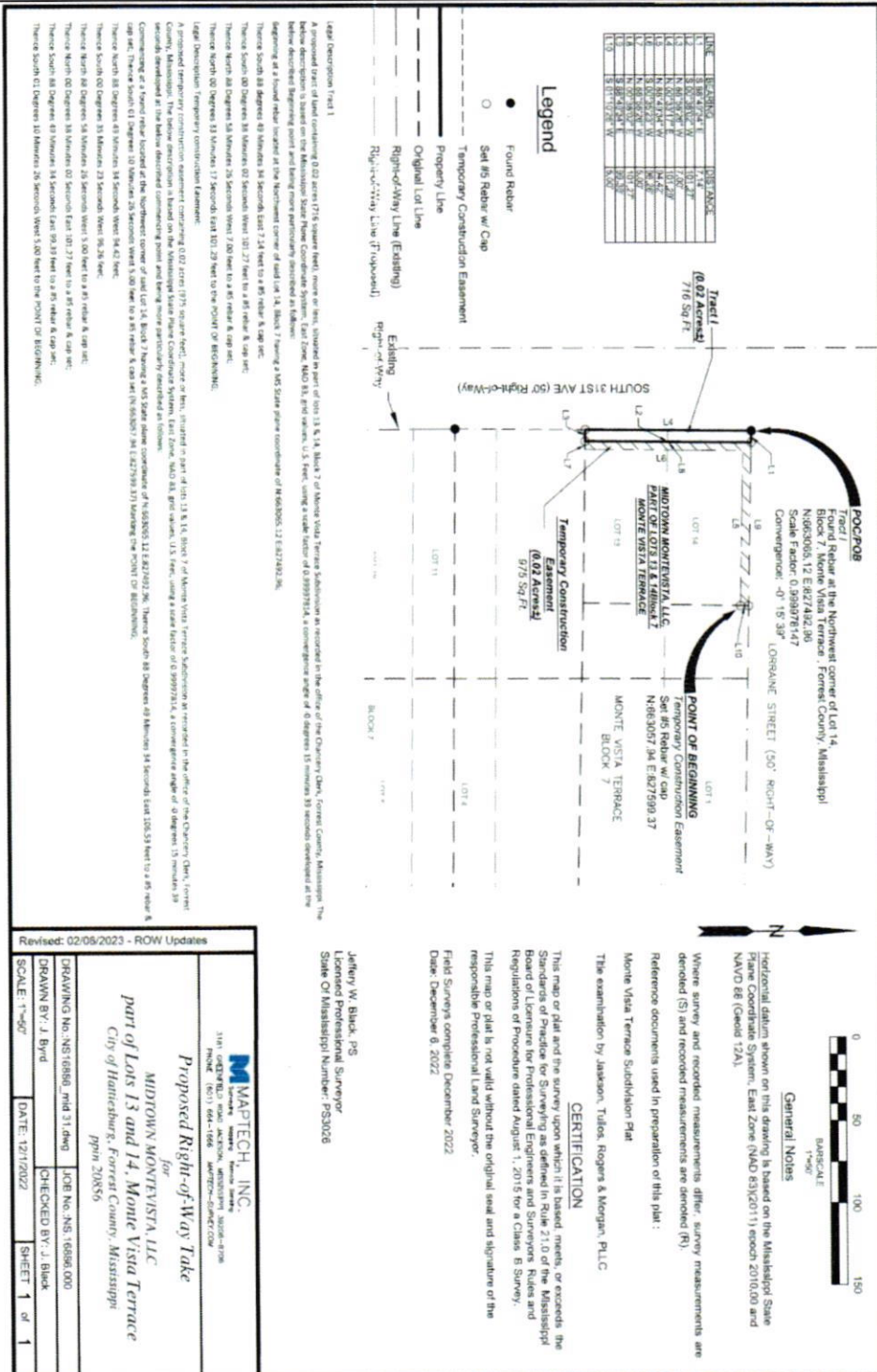
Thence South 01 Degrees 14 Minutes 03 Seconds West 109.09 feet to the POINT OF BEGINNING.

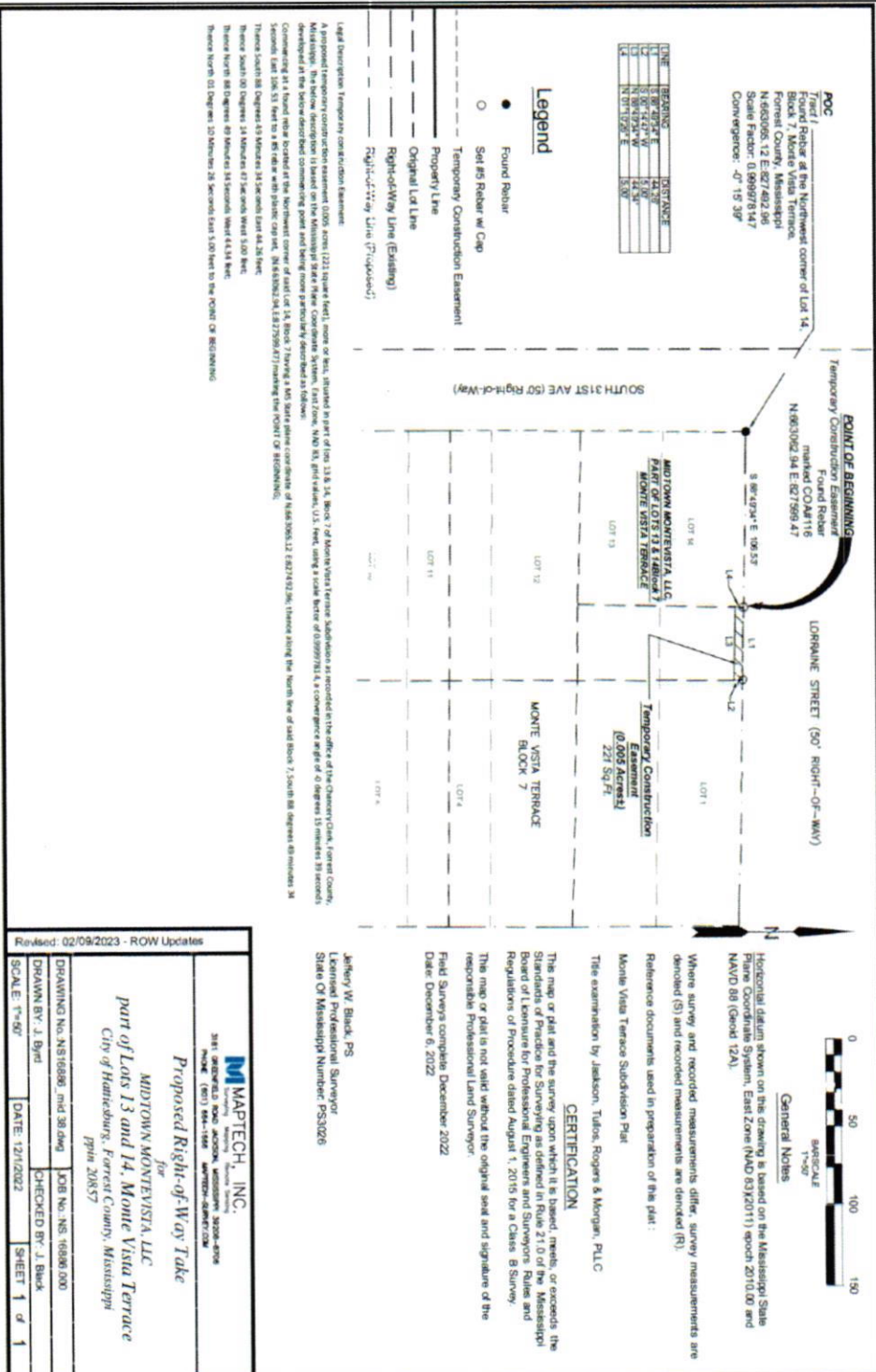
*Surveys below are for reference only and do not necessarily describe the property conveyed.

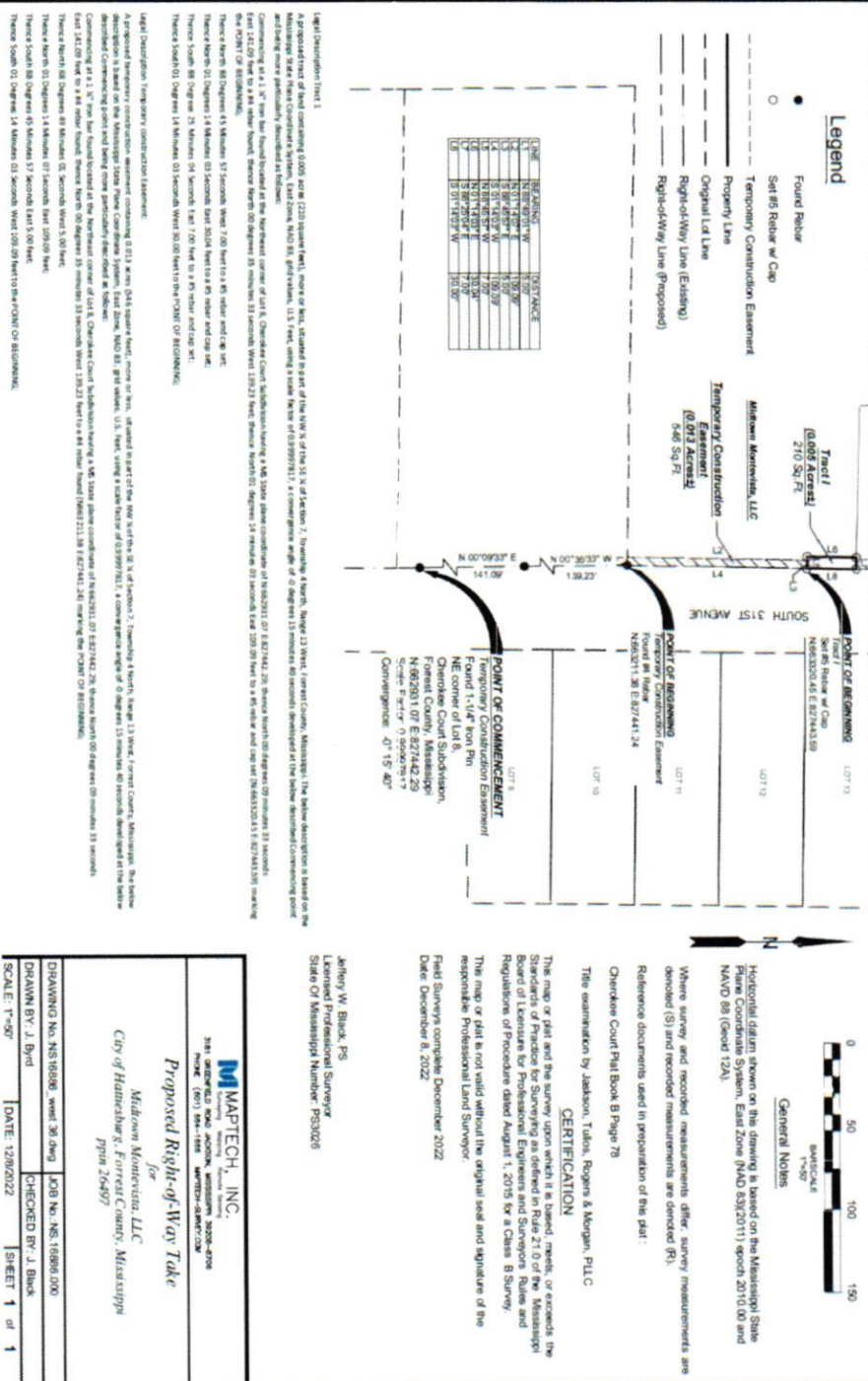












Grantee, prepared by and return to:City of Hattiesburg, Mississippi200 Forrest StreetPost Office Box 1898Hattiesburg, MS 39403-1898**Phone:** (601) 545-4540**Grantor Address:**Midtown Montevista, LLC110 Sheffield LoopHattiesburg, MS 39402**Phone:** (601) 264-6670**WARRANTY DEED**

INDEXING INSTRUCTIONS: Part of lots 1, 2, 3, 4, 11 & 12, Block 7 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi AND NW¼ of the SE¼ of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi.

STATE OF MISSISSIPPI**COUNTY OF FORREST**

For and in consideration of Ten and NO/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, Midtown Montevista, LLC, a Mississippi Limited Liability Company, does hereby grant, bargain, sell, convey and warrant unto the City of Hattiesburg,

WEST 31ST, LLC

Mississippi, a political subdivision of the State of Mississippi, the following described land:

See legal description of conveyed property described in EXHIBIT A attached hereto and incorporated as if fully set forth herein.

This conveyance includes all improvements located on the above-described land and partially on Grantor's remaining land, if any. The Grantee herein, its Agents, and/or Assigns are hereby granted the right of Ingress and Egress on Grantor's remaining land for removing or demolishing said improvements. The consideration herein named is in full payment of all said improvements.

Grantor fully understands that it has the right to receive just compensation for the real property herein described based on an appraisal of said property. Grantor hereby waives its right to just compensation and donates the real property interests herein described to the City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi. Grantors further understands that it has the right to request that a fair market appraisal of the property be made and hereby waives that right.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee as to the subject matter, there being no oral agreements or representations of any kind.

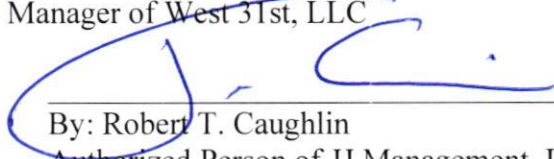
[signature line follows on next page]

Witness my signature this the 23 day of May A.D. 2023.

GRANTOR:

WEST 31ST, LLC
A MISSISSIPPI LIMITED LIABILITY COMPANY

By: JJ Management, LLC, a Delaware Limited Liability Company
Manager of West 31st, LLC



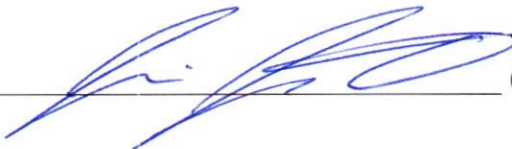
By: Robert T. Caughlin
Authorized Person of JJ Management, LLC

WEST 31ST, LLC

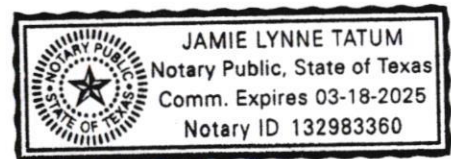
STATE OF Texas

COUNTY OF Harris

Personally appeared before me, the undersigned authority in and for said county and state, on this, 23 day of May, 2023, within my jurisdiction, the within-named Robert T. Caughlin, who acknowledged that he is an Authorized Person of JJ Management, LLC, which acknowledged that it is the Manager of West 31st, LLC, and that in said capacity, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

 (NOTARY PUBLIC)

My commission expires: 3-18-25



WEST 31ST, LLC

EXHIBIT A

27 – PPIN 20850

A proposed tract of land containing 0.006 acres (286 square feet), more or less, situated in part of lots 3 & 4, Block 7 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997814, a convergence angle of -0 degrees 15 minutes 39 seconds developed at the below described commencing point and being more particularly described as follows:

Commencing at a found rebar located at the Northwest corner of said Lot 14, Block 7 having a MS State plane coordinate of N:663065.12 E:827492.96; thence along the North line of said

Block 7, South 88 degrees 49 minutes 34 Seconds East 300.79 feet to a ½" pipe found; thence South 00 degrees 39 minutes 12 Seconds West 50.95 feet to a #4 rebar found; thence South 00 degrees 30 minutes 33 seconds

East 50.88 feet to a ½" pipe found (N:662957.13,E:27793.56) marking the POINT OF BEGINNING;

Thence South 00 Degrees 21 Minutes 00 Seconds West 75.97 feet to a #5 rebar and cap set;

Thence North 89 Degrees 24 Minutes 28 Seconds West 3.70 feet to a #5 rebar and cap set;

Thence North 00 Degrees 14 Minutes 30 Seconds East 76.02 feet to a #5 rebar and cap set;

Thence South 88 Degrees 35 Minutes 42 Seconds East 3.84 feet to the POINT OF BEGINNING.

28 – PPIN 20849

A proposed tract of land containing 0.008 acres (349 square feet), more or less, situated in part of lots 1 & 2, Block 7 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997814, a convergence angle of -0 degrees 15 minutes 39 seconds developed at the below described commencing point and being more particularly described as follows:

Commencing at a found rebar located at the Northwest corner of said Lot 14, Block 7 having a MS State plane coordinate of N:663065.12 E:827492.96; thence along the North line of said Block 7, South 88 degrees 49 minutes 34 Seconds East 297.25 feet to a #5 rebar with plastic cap set (N:663059.03

E:827790.14); marking the POINT OF BEGINNING;

Thence South 88 Degrees 49 Minutes 34 Seconds East 3.54 feet to ½" pipe found;

Thence South 00 Degrees 39 Minutes 12 Seconds West 50.95 feet to a #4 rebar found;

Thence South 00 Degrees 30 Minutes 33 Seconds East 50.88 feet to a ½" pipe found;

Thence North 88 Degrees 35 Minutes 42 Seconds West 3.84 feet to a #5 rebar Set;

Thence North 00 Degrees 14 Minutes 30 Seconds East 101.80 feet to the POINT OF BEGINNING.

30 – PPIN 20855

A proposed tract of land containing 0.01 acres (537 square feet), more or less, situated in part of lots 12 & 11, Block 7 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997814, a convergence angle of -0

degrees 15 minutes 39 seconds developed at the below described commencing point and being more particularly described as follows:

Commencing at a found rebar located at the Northwest corner of said Lot 14, Block 7 having a MS State plane coordinate of N:663065.12 E:827492.96; thence along the West line of said Block 7, South 0 degrees 33 minutes 17 Seconds West 101.29 feet to a #5 rebar with plastic cap set,

(N:662884.29,E:827491.21) marking the Northwest Corner of Lot 12 of said Block 7; said point also being hereinafter referred to as the POINT OF BEGINNING;

Thence South 88 Degrees 58 Minutes 26 Seconds East 7.00 feet to a #5 rebar & cap set;

Thence South 00 Degrees 54 Minutes 55 Seconds West 79.49 feet to a #5 rebar & cap set;

Thence North 89 Degrees 26 Minutes 43 Seconds West 6.50 feet to a #5 rebar & cap set;

Thence North 00 Degrees 33 Minutes 17 Seconds East 79.55 feet to the POINT OF BEGINNING.

31 – PPIN 20856

A proposed tract of land containing 0.02 acres (716 square feet), more or less, situated in part of lots 12 & 11, Block 7 of Monte Vista Terrace Subdivision as recorded in the office of the Chancery Clerk, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997814, a convergence angle of -0 degrees 15 minutes 39 seconds developed at the below described Beginning point and being more particularly described as follows:

Beginning at a found rebar located at the Northwest corner of said Lot 14, Block 7 having a MS State plane coordinate of N:663065.12 E:827492.96;

Thence South 88 degrees 49 Minutes 34 Seconds East 7.14 feet to a #5 rebar & cap set;

Thence South 00 Degrees 38 Minutes 02 Seconds West 101.27 feet to a #5 rebar & cap set;

Thence North 88 Degrees 58 Minutes 26 Seconds West 7.00 feet to a #5 rebar & cap set;

Thence North 00 Degrees 33 Minutes 17 Seconds East 101.29 feet to the POINT OF BEGINNING.

36 – PPIN 26497

A proposed tract of land containing 0.005 acres (210 square feet), more or less, situated in part of the NW¼ of the SE¼ of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997817, a convergence angle of -0 degrees 15 minutes 40 seconds developed at the below described Commencing point and being more particularly described as follows:

Commencing at a 1 ¼" iron bar found located at the Northeast corner of Lot 8, Cherokee Court Subdivision having a MS State plane coordinate of N:662931.07 E:827442.29; thence North 00 degrees 09 minutes 33 seconds

East 141.09 feet to a #4 rebar found; thence North 00 degrees 35 minutes 33 seconds West 139.23 feet;

thence North 01 degrees 14 minutes 03 seconds East 109.09 feet to a #5 rebar and cap set (N:663320.45 E:827443.59) marking the POINT OF BEGINNING;

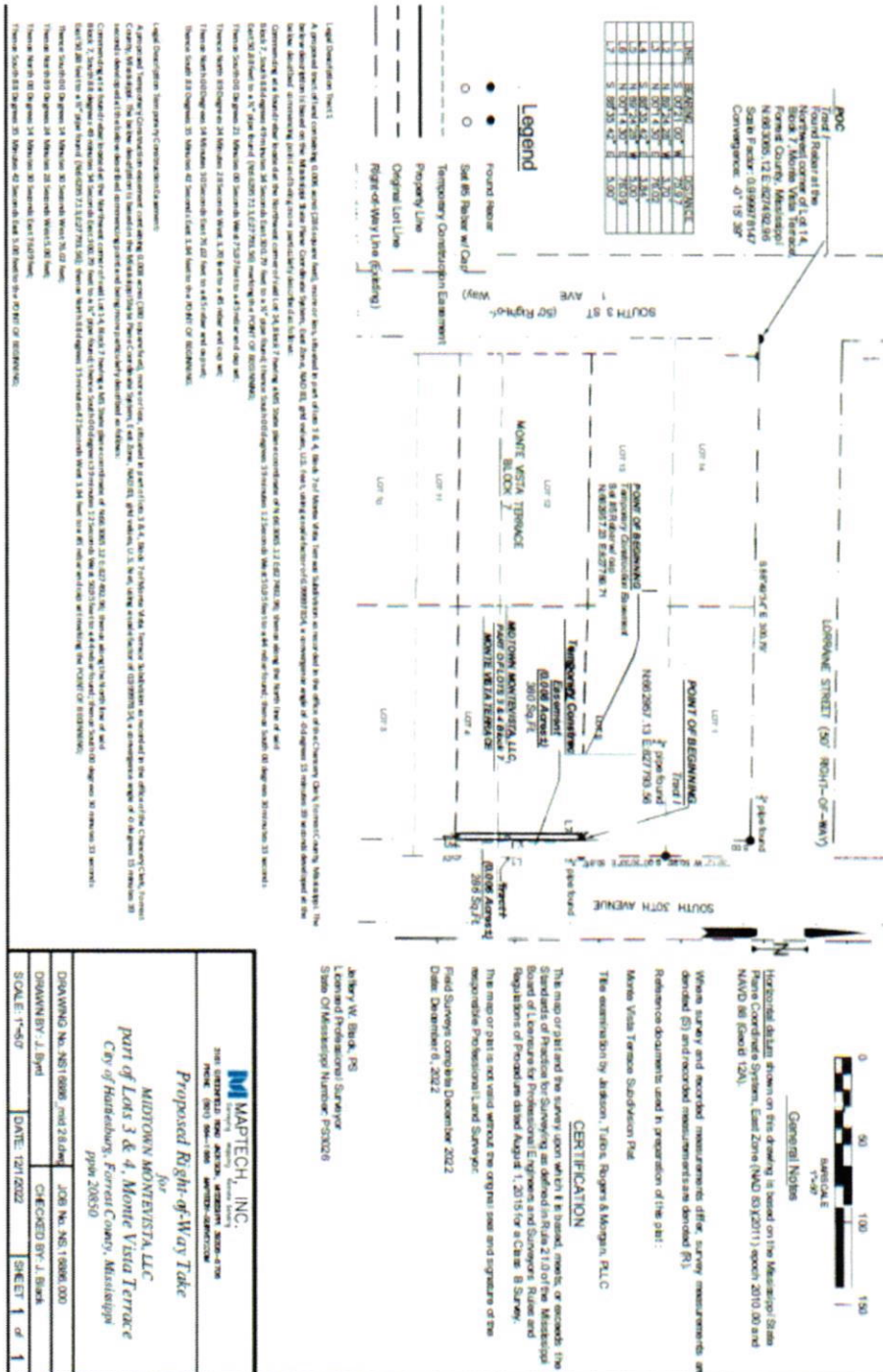
Thence North 88 Degrees 45 Minutes 57 Seconds West 7.00 feet to a #5 rebar and cap set;

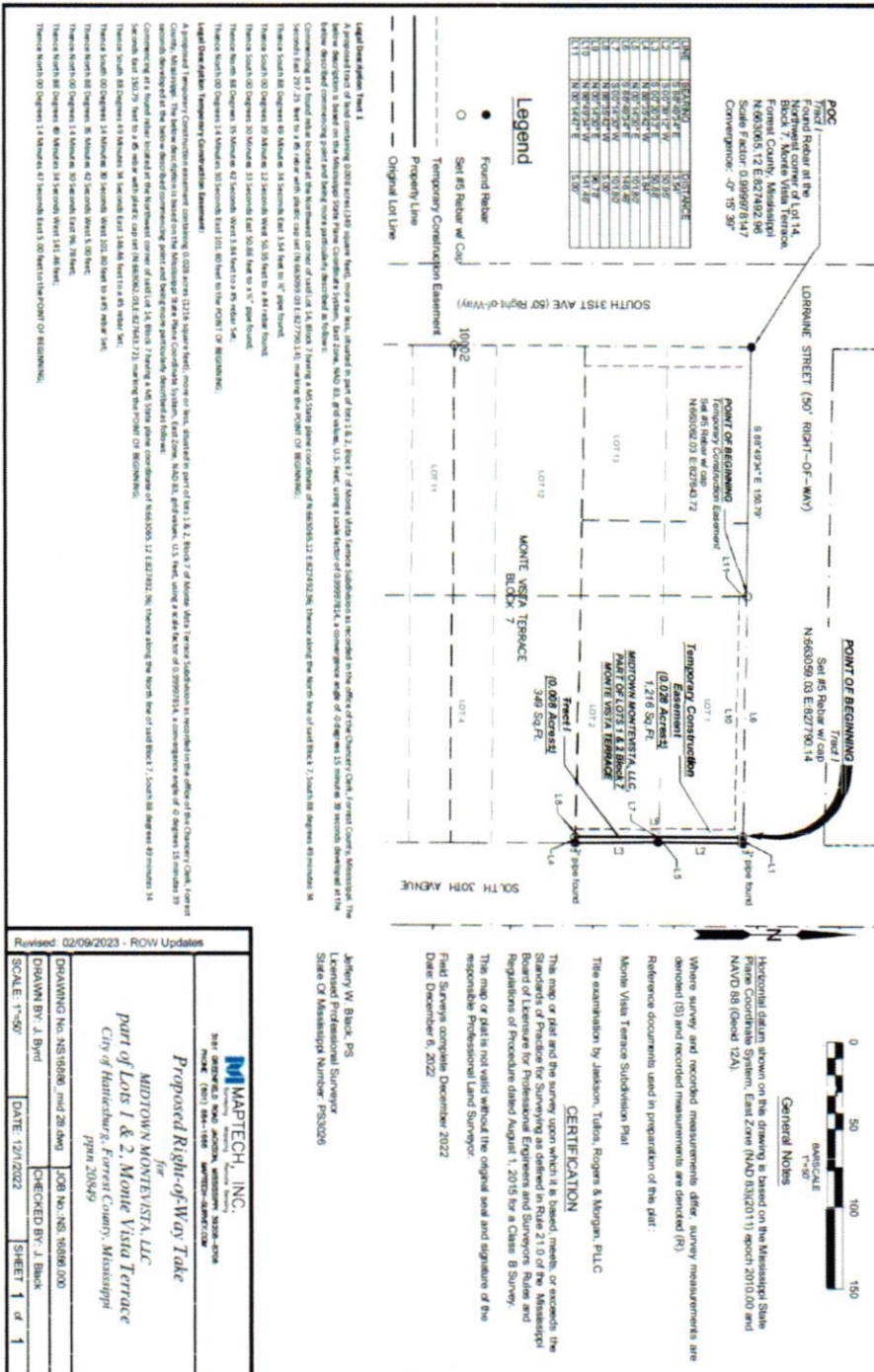
Thence North 01 Degrees 14 Minutes 03 Seconds East 30.04 feet to a #5 rebar and cap set;

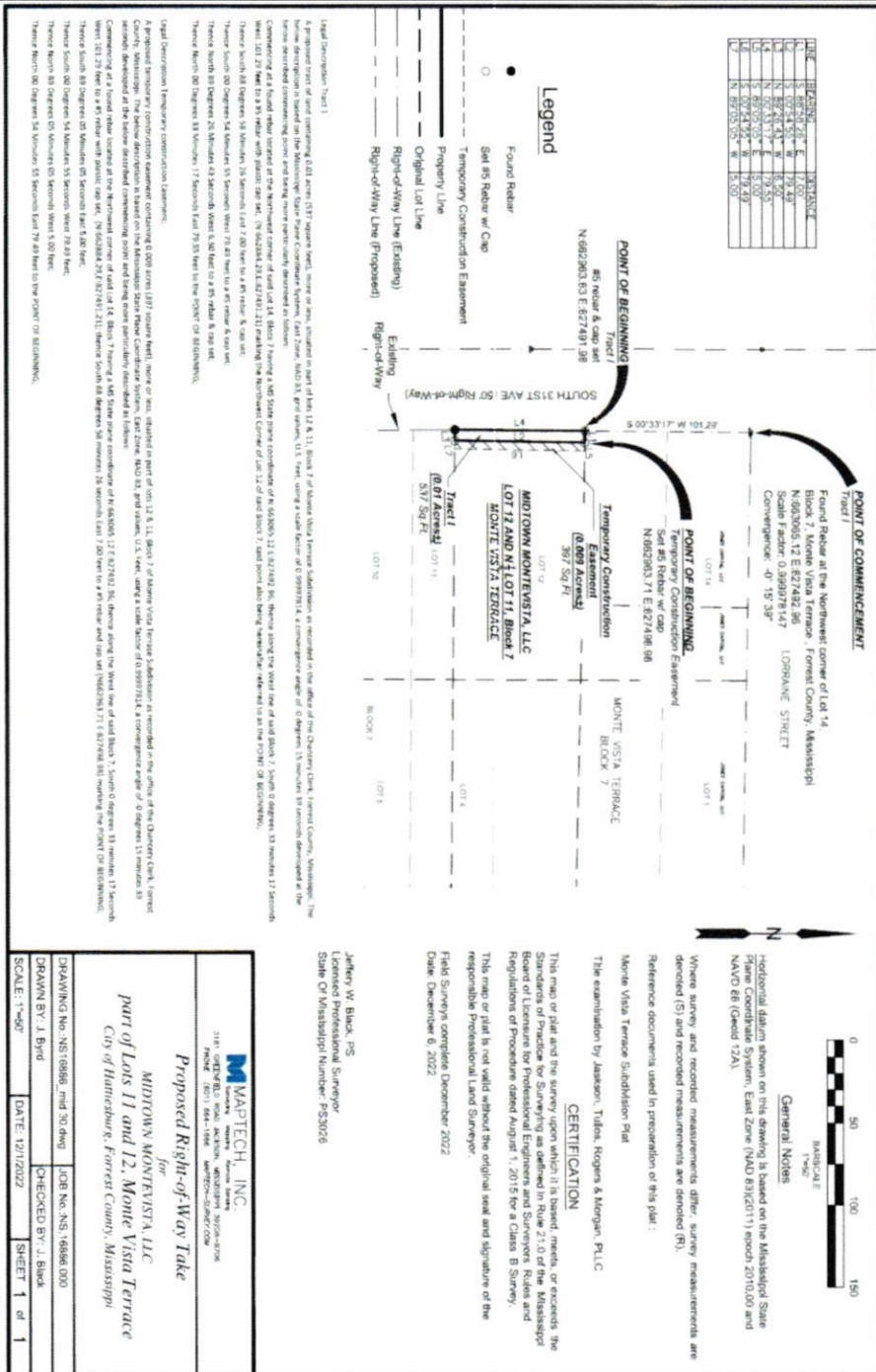
Thence South 88 Degrees 25 Minutes 04 Seconds East 7.00 feet to a #5 rebar and cap set;

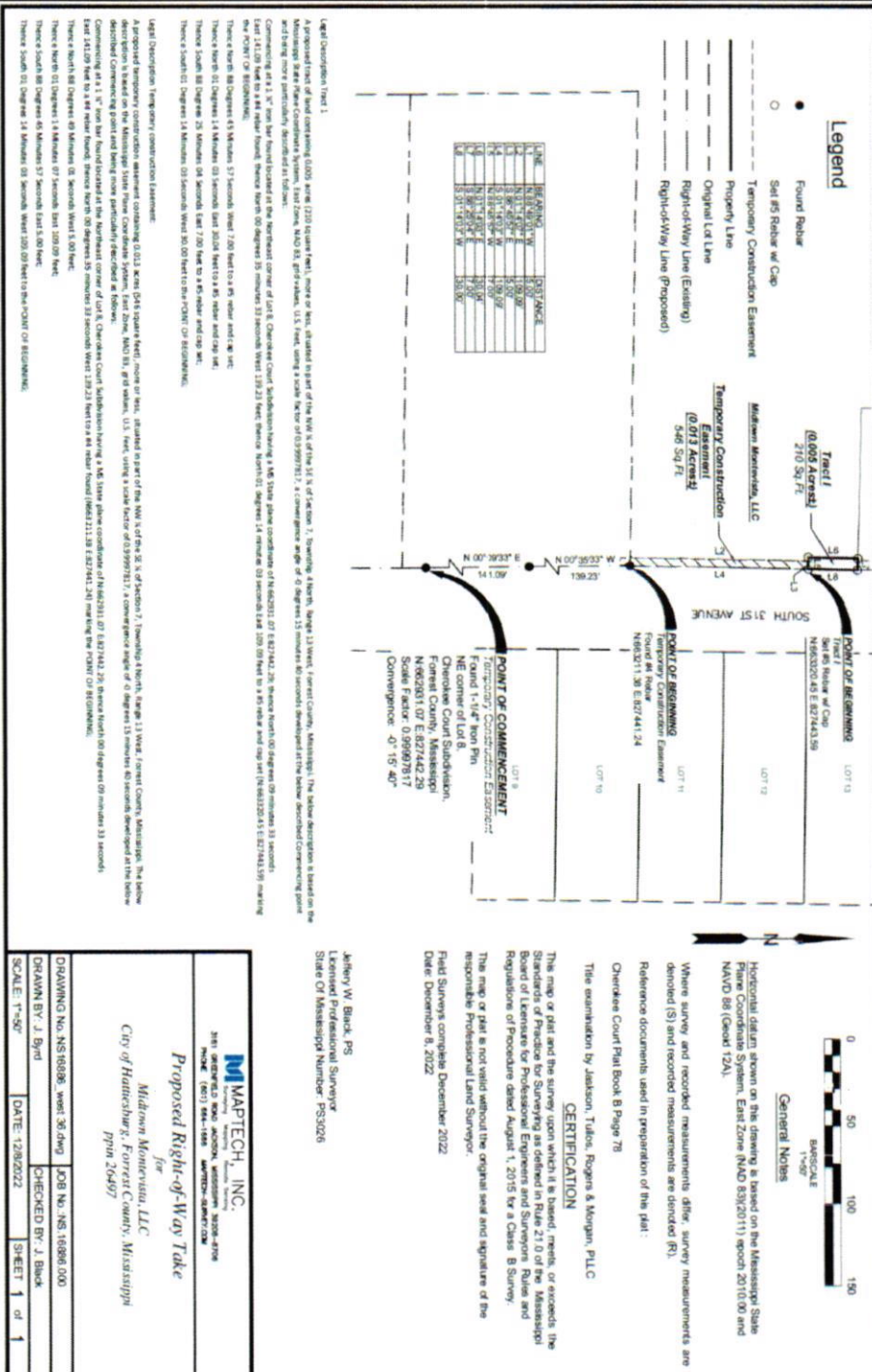
Thence South 01 Degrees 14 Minutes 03 Seconds West 30.00 feet to the POINT OF BEGINNING.

*Surveys below are for reference only and do not necessarily describe the property conveyed.











Memorandum

To: Mayor Toby Barker and Members of City Council

From: Hunter White, Deputy Director

cc:

Date: Tuesday, June 20, 2023

Re: Accept donation of a portion of property identified as Forrest County Parcel PPINs 26499, 26498 from West 31st, LLC, and declaring said property interests identified as necessary for public use and authorizing the Mayor to acquire deeds and conveyances from and any and all interest holders in said property, and to acquire rights to the property from all interests holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.
File Number: 2023-424
Minute Book #

Summary

Accept donation of a portion of property identified as Forrest County Parcel PPINs 26499, 26498 from West 31st, LLC, and declaring said property interests identified as necessary for public use and authorizing the mayor to acquire deeds and conveyances from and any and all interest holders in said property, and to acquire rights to the property from all interests holders, and generally authorizing any and all proceedings necessary to acquire the aforementioned property pursuant to Miss. Code Ann. 21-37-47, as amended.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 20, 2023 City Council meeting for consideration.

Grantee, prepared by and return to:	Grantor Address:
City of Hattiesburg, Mississippi	West 31st, LLC
200 Forrest Street	110 Sheffield Loop
Post Office Box 1898	Hattiesburg, MS 39402
Hattiesburg, MS 39403-1898	
Phone: (601) 545-4540	Phone: (601) 264-6670

TEMPORARY EASEMENT

INDEXING INSTRUCTIONS:

NW¼ of the SE¼ of Section 7, Township 4 North, Range 13 West, Forrest County, City of
Hattiesburg Mississippi

West 31st, LLC

STATE OF MISSISSIPPI
COUNTY OF FORREST

For and in consideration of Ten and NO/100 Dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, West 31st, LLC, a Mississippi Limited Liability Company, does hereby grant, sell, convey and warrant unto the City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi, for public improvements, grading, sodding, and other construction purposes on a temporary easement through, over, on and across the following described land:

See legal description of conveyed property described in EXHIBIT A attached hereto and incorporated as if fully set forth herein.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise use for construction purposes the above described land only so long as is necessary to complete the construction of said Project No. DECD-0018(36)BO in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees. Notwithstanding, this temporary easement shall expire no later than three years from the date of execution.

Grantor fully understands that it has the right to receive just compensation for the real property herein described based on an appraisal of said property. Grantor hereby

West 31st, LLC

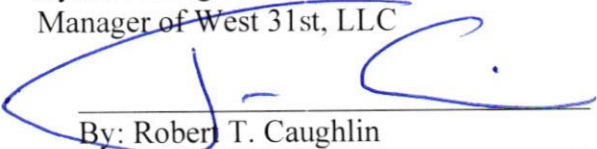
waives its right to just compensation and donates the real property interests herein described to the City of Hattiesburg, Mississippi, a political subdivision of the State of Mississippi. Grantors further understands that it has the right to request that a fair market appraisal of the property be made and hereby waives that right.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee as to the subject matter, there being no oral agreements or representations of any kind.

Witness my signature this the 23 day of May A.D. 2023.

WEST 31ST, LLC
A MISSISSIPPI LIMITED LIABILITY COMPANY

By: JJ Management, LLC, a Delaware Limited Liability Company
Manager of West 31st, LLC



By: Robert T. Caughlin
Authorized Person of JJ Management, LLC

West 31st, LLC

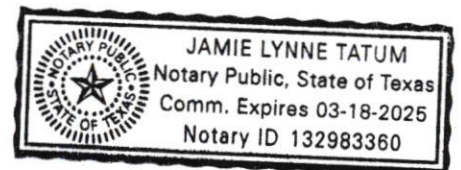
STATE OF Texas

COUNTY OF Harris

Personally appeared before me, the undersigned authority in and for said county and state, on this, 23 day of May, 2023, within my jurisdiction, the within-named Robert T. Caughlin, who acknowledged that he is an Authorized Person of JJ Management, LLC, which acknowledged that it is the Manager of West 31st, LLC, and that in said capacity, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

 (NOTARY PUBLIC)

My commission expires: 3-18-25



West 31st, LLC

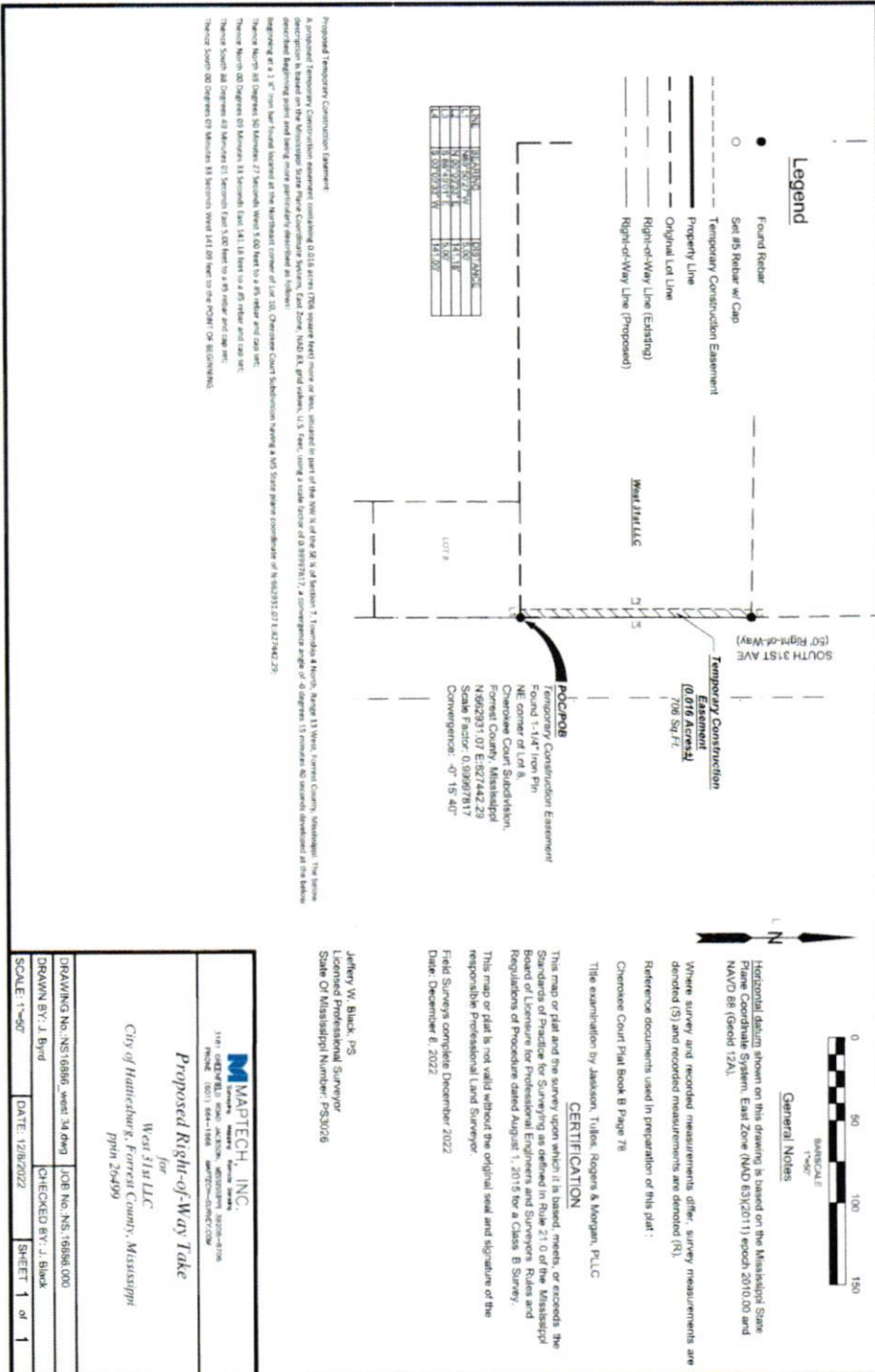
34 – PPIN 26499

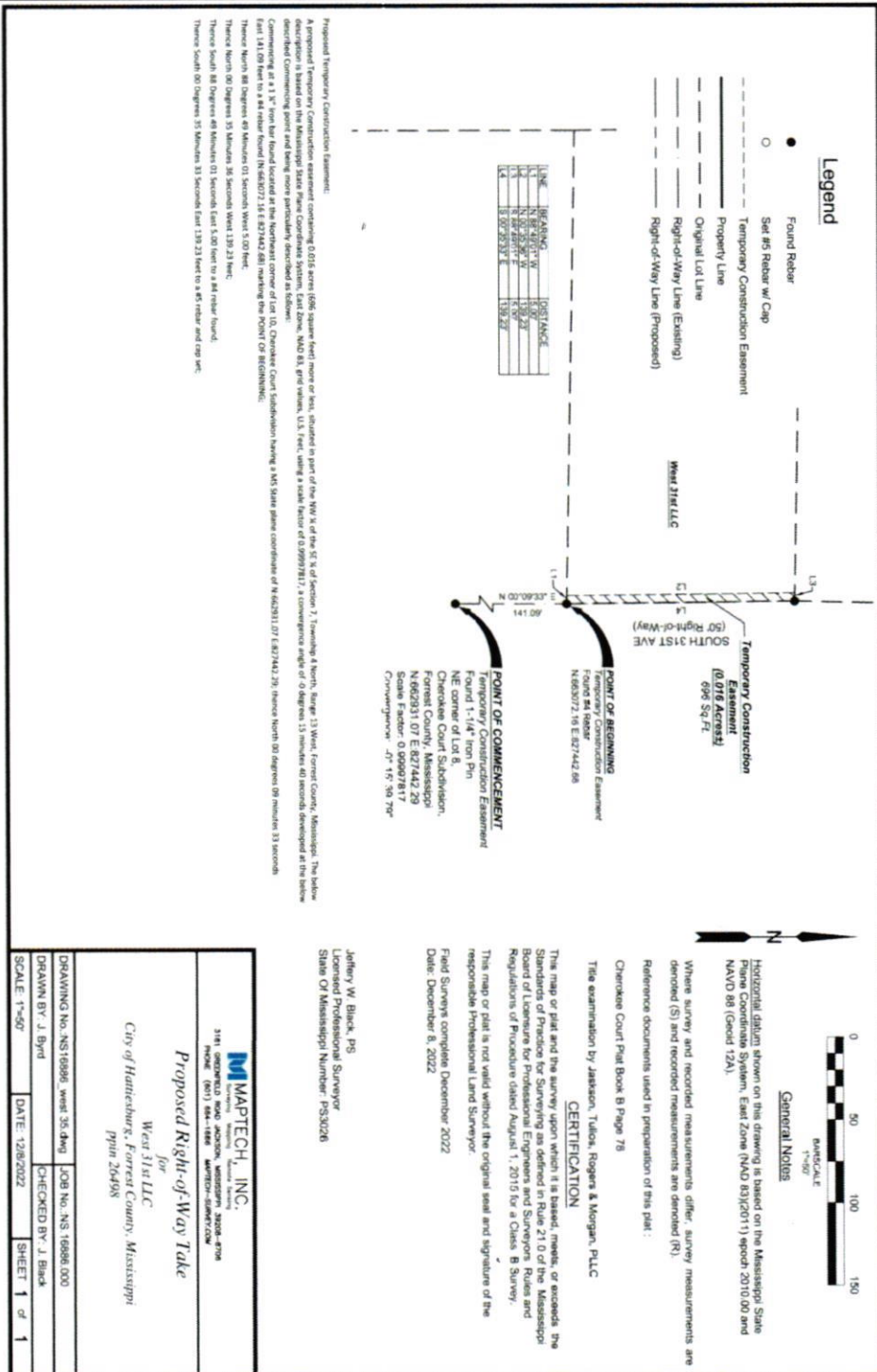
A proposed Temporary Construction easement containing 0.016 acres (706 square feet) more or less, situated in part of the NW¼ of the SE¼ of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997817, a convergence angle of -0 degrees 15 minutes 40 seconds developed at the below described Beginning point and being more particularly described as follows:
Beginning at a 1 ¼" iron bar found located at the Northeast corner of Lot 10, Cherokee Court Subdivision having a MS State plane coordinate of N:662931.07 E:827442.29;
Thence North 89 Degrees 50 Minutes 27 Seconds West 5.00 feet to a #5 rebar and cap set;
Thence North 00 Degrees 09 Minutes 33 Seconds East 141.18 feet to a #5 rebar and cap set;
Thence South 88 Degrees 49 Minutes 01 Seconds East 5.00 feet to a #5 rebar and cap set;
Thence South 00 Degrees 09 Minutes 33 Seconds West 141.09 feet to the POINT OF BEGINNING.

35 – PPIN 26498

A proposed Temporary Construction easement containing 0.016 acres (696 square feet) more or less, situated in part of the NW¼ of the SE¼ of Section 7, Township 4 North, Range 13 West, Forrest County, Mississippi. The below description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, U.S. Feet, using a scale factor of 0.99997817, a convergence angle of -0 degrees 15 minutes 40 seconds developed at the below described Commencing point and being more particularly described as follows:
Commencing at a 1 ¼" iron bar found located at the Northeast corner of Lot 10, Cherokee Court Subdivision having a MS State plane coordinate of N:662931.07 E:827442.29; thence North 00 degrees 09 minutes 33 seconds East 141.09 feet to a #4 rebar found (N:663072.16 E:827442.68) marking the POINT OF BEGINNING;
Thence North 88 Degrees 49 Minutes 01 Seconds West 5.00 feet;
Thence North 00 Degrees 35 Minutes 36 Seconds West 139.23 feet;
Thence South 88 Degrees 49 Minutes 01 Seconds East 5.00 feet to a #4 rebar found;
Thence South 00 Degrees 35 Minutes 33 Seconds East 139.23 feet to a #5 rebar and cap set.

*Surveys below are for reference only and do not necessarily describe the property conveyed.







Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Kermas Eaton, City Clerk
Date: Tuesday, June 20, 2023
Re: Approve and authorize issuance of manual check for consultant services provided by Grace Aaron Development Consulting for the creation of the 2023-2027 Consolidated Plan and 2023 Annual Action Plan per attached Memorandum. {Entitlement CDBG/HOME}
File Number: 2023-412
Minute Book #

Summary

Approve and authorize issuance of manual check for consultant services provided by Grace Aaron Development Consulting for the creation of the 2023-2027 Consolidated Plan and 2023 Annual Action Plan per attached Memorandum. {Entitlement CDBG/HOME}

Recommendation Statement

I recommend approval of this item.

Please place this on the June 20, 2023 City Council meeting for consideration.

Grace Aaron Development Consulting
135 Fayard Street
Biloxi, MS 39530
228-861-2994
graceinbiloxi@gmail.com

INVOICE 2023-001

MAY 3, 2023

BILL TO

Wiley Quinn, Director
 Urban Development Department
 City of Hattiesburg
 P.O. Box 1898
 Hattiesburg, MS 39403-898

ATTACHMENTS

Timelog for Services Rendered
 and receipts

CONTRACT	DESCRIPTION	UNIT PRICE	TOTAL
Professional Administrative Services	2022-2027 Consolidated Plan and 2023 Action Plan for the Hattiesburg CDBG & HOME Entitlement Programs	\$95.00/hour	\$26,600.00
Reimbursement of Mileage	Eight (8) 157-mile roundtrips = 1,256 miles	\$ 0.56/mile	\$ 703.36
Postage Stamps	Two (2) 20-stamp books - mailed letters to HUD-required stakeholders & flyers to agencies/organizations	\$12.60	\$ 25.20
Reimbursement of Copies/ Office Depot	• <u>3/18/23</u> 200 copies roundtable meeting agendas & community needs survey • <u>3/20/23</u> 150 copies agenda packet & comment form • <u>3/23/23</u> 433 copies: (2) public review drafts, public hearing #2 agenda packet, extra surveys • <u>3/23/23</u> 404 copies: (4) public review drafts	\$32.10 \$66.20 \$21.01 \$64.37	
	Copies Total		\$ 183.68
	TOTAL DUE:		\$27,512.24

Thank you for your business!

Grace Aaron
135 Fayard Street
Biloxi, MS 39530
228-861-2994
graceinbiloxi@gmail.com

May 3, 2023

Wiley Quinn, Director
Urban Planning/Community Development Division
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

RE: Professional Administrative Services Invoice

Dear Mr. Quinn,

Please consider this an invoice in the total amount of \$27,512.24. This total amount includes \$26,600.00 for 280 hours of professional administrative services rendered to the City of Hattiesburg from February 7 to April 26, 2023 and \$912.24 in reimbursements, as identified in the enclosure, for:

Assistance Preparing and Submitting the City of
Hattiesburg 2023-2027 Consolidated Plan and 2023 Action Plan for the
CDBG and HOME Entitlement Program

Per my contract, I am invoicing for the "not to exceed" amount, based on an estimated 280 hours of services at my standard rate of \$95.00/hour, rather than the actual 395 hours I worked to assist in preparing and submitting the HUD-required document. Please don't hesitate to contact me if you have questions or would like additional information regarding this invoice.

If the City is interested in exercising the option to extend my contract to assist with revising or amending the 2023-2027 Consolidated Plan or 2023 Action Plan, please let me know. I look forward to future opportunities to assist the City and you with your CDBG and HOME Entitlement Program.

Sincerely,



Grace Aaron

Enclosure

Grace Aaron Professional Administrative Services Timelog
City of Hattiesburg
2023-2027 Consolidated Plan & 2023 Action Plan

Page 1 of 4

Date	Hours	Description
2/7-2/12	18	Meeting w/PWingo to discuss contract; draft development schedule/process; staff & agency contacts; format & outreach for interagency meeting & hearings; City's SOPs; related follow up work; emails w/PW RE: revisions to dev schedule/process; online research to expand outreach mailing/email lists & identify contact info for major stakeholders; review 2018-2022 ConPlan, AAPs, Ctz Part. Plan; reviewed & disc w/PW HUD CPD Notice RE: timing of 2023 submissions
2/13-2/19	20	Emails w/PW RE: add't revisions to dev process/schedule clarifying roles; initiated research for outreach by topic & consultations; drafted/finalized roundtable agenda & contact list for review & emailed invitations; housing voucher, HHA, MRHA8, MUTEH & BOS CoC research; drafted gov't letters/questionnaire & homeless questionnaire; disc w/PW scheduling/proposed participants/location for consultation meetings; researched SMPDD sr ctz services & workforce development; ongoing disc w/PW RE: HUD emails & CPD Notice; researched local industries, businesses, supportive housing & non-housing services; drafted/emailed housing info requests/questionnaire; emails w/staff RE: IDIS
2/20 – 2/26	25	Initiated Needs Assessment Component; emailed info request to MSDH, BOS COC, ASC-H & PBCH; completed & mailed homeless questionnaire; researched domestic violence, mental health, addiction rehab, public & private healthcare facilities/services; public school district research; emails w/PW RE: 2023 allocations; con't work on outreach mailing/email lists; drafted/finalized & disc w/PW Notices of Info Availability & PH #1 for 3/2 posting & publication; researched special needs, sr citizen services/facilities, local rental housing inventory & condition, CHAS & HUD prepopulated data; finalized agenda/handouts for roundtable meeting; con't to update email & mailing lists; initial research of Census ACS housing data; drafted & disc w/PW PH #1 flyer to mail/email; drafted community needs survey for PW review
2/27 – 3/5	31	Finalized/had copies made of community needs surveys; emails & discs w/PW RE: roundtable meeting; led meeting discussion of City's high priority needs; discs w/agency reps after meeting; drafted notes for minutes; reviewed ARP needs assessment/housing gaps; emails w/PW RE: HUD allocation email & 60-day schedule; reviewed/disc w/PW HUD Field Office confirmation of 60-day deadline; revised dev schedule to meet April 25 deadline; revised PH #1 outreach email w/schedule change & added PH #2, draft & comment period; emailed/mailed same following PW's review; disc w/PW draft of Combined Notice for hearings, public review draft availability & 30-day comment period for posting & publication 3/9; researched closing local digital divide, broadband Internet providers/services, agencies managing public land/water or representing FHA protected classes; emails w/HHA & MRHA8; conv. w/Salvation Army RE: emergency shelter facility; con't work on Needs Assessment
3/6 – 3/12	37	IDIS status emails; emailed PW final Combined Notice for 3/9 posting & publication; reviewed HUD guidance update/follow up email to PW; disc budget & carryover w/PW; con't agency/organization research; email to Hattiesburg public library RE: public review location for ConPlan draft; broadband map webinar RE: i.d. City's service areas; drafted hearing agenda packets w/allocations, estimated carryover, proposed projects, revised development schedule & comment submittal deadline; drafted Action Plan budget by activity & related emails w/PW; reviewed regional & City hazard mitigation plans & MPO TIP & major projects; drafted attachment for request for review/input from Planning Division; emailed PW draft of roundtable mtg minutes; following PW review,

Grace Aaron Professional Administrative Services Timelog
City of Hattiesburg
2023-2027 Consolidated Plan & 2023 Action Plan

Page 2 of 4

Date	Hours	Description
		finalized & emailed/mailed outreach flyers w/revised schedule; draft of PH agenda packets to PW for review; initiated Housing Market Analysis component; LBP & MSDH local testing information conv w/staff; email & conv. w/ASC-H RE: services/facilities; drafted & disc w/PW text/table RE: institutional structure & gaps; conv.s & emails w/PW RE: IDIS, SOPs & City public facilities, resources & services needs; reviewed City's land use & flood damage prevention ordinances & emailed info request to planning division; initiated Strategic Planning Component; con't work on housing market analysis; located info for renter/owner occupied housing comparisons
3/13 – 3/19	42	Emails w/PW RE: IDIS access & conv. RE: goals & goal descriptions; drafted text for strategy; set up 2023 proposed projects in Action Plan & tied to goals/priorities per PW; HUD Exchange research on residential rental trends/housing market projections; sent PW CDBG sample SOPs; emails w/MRHA8 & inserted ass't housing/voucher data; drafted/emailed public service announcements; reviewed HUD persistent poverty resources; call w/PW to set up ConPlan template in IDIS; con't strategy & market analysis work; completed/emailed public review draft for PW review/input; continued work on public review draft; finalized agenda packets w/budget by proposed projects; had copies made
3/20 – 3/26	51	Vacant structure analysis text/table drafting; checked IDIS access; reviewed Analysis of Impediments & copied R/ECAP maps to ConPlan attachment; facilitated 3/20 public hearing & disc. community priorities/concerns w/public before/after; WQuinn & CD division staff meeting; finalized public review draft for website posting; reviewed ESRI housing info; con't ACS research of housing, income & demographic info not prepopulated by HUD; revised 3/24 hearing agenda packet to insert new projects/ budget info from City & had copies made; revised public review draft to include changes w/beneficiary info & had copies made; facilitated 3/24 public hearing, disc budget & proposed projects before/after w/participants; delivered public review draft to library & disc digital divide/related services w/librarian; disc SArmy's request for info w/ WQuinn; drafted 3/20 hearing minutes; tallied completed surveys; reviewed downtown association website/ED grant programs; researched insurance eligibility & CDBG conditions on PHA assistance; conv. w/HHA RE: MF rehab project; emails w/Edwards Street Clinic, United Way & ASC-H RE: supportive services agencies; conv w/staff RE: carryover & emailed CAPER info used by PW as basis; revised KDabbs rehab project in Action Plan per EA review & City emails; expanded Briarfield Homes MF rehab project descr per City & HHA; reviewed microenterprise & DPA program info; initiated citizen participation attachment; emails to staff requesting proofs of publication & posting of notices; searched City's website for posting of notices; subsequent emails w/City RE: lack of publication/posting of notices
3/27 – 4/2	41	Emails w/WQuinn, DJohnson RE: no IDIS access & related concerns; emails w/BOS CoC RE: 2023 PIT Count Report availability; reviewed emails between PW & HUD Field Office sent by from DJohnson RE: Briarfield Homes rehab & followed up w/JMellard; emails w/KGarner & AMcCullen & completed institutional structure text; emails w/CD division RE: meeting schedule & IDIS; con't work on public/assisted housing text; conv. w/staff RE: schedule & comment forms; emails w/WQuinn RE: planning division input & conv w/VEstudiente; drafted letters to local gov't RE: availability of public review draft; drafted resolution w/conditional approval of ConPlan per emails w/WQuinn; follow up conv. w/United Way RE: 2023 PIT Count, Changes day shelter & mobile medical van;

Grace Aaron Professional Administrative Services Timelog
City of Hattiesburg
2023-2027 Consolidated Plan & 2023 Action Plan

Page 3 of 4

Date	Hours	Description
4/3 – 4/9	42	drafted/mailed letters RE: Fair Housing enforcement; extrapolated 2022 PIT Count data for homelessness by categories; emails w/City RE: project service area for KDabbs rehab project; disc/emails w/City RE: improved City public facilities, resources & services; ongoing updating of text as info received Text updates RE: homeless veterans' services/gaps in system of care; research to i.d. annual estimate of people released from state institutions & foster care; follow up w/PBMHR, CHOICE Program & mental healthcare services/facilities; draft strategic plan text RE: employment/unemployment by categories; draft text RE: citywide benefit vs. geographic priorities; added community resiliency text to priorities & goals; emails w/City RE: IDIS access; drafted text RE: urban/rural homelessness in City; reviewed antipoverty policies/programs, DBE goals/policies, small business ass't & related info to address poverty; researched LIHTC development locations & maps; updated workforce development programs/labor market data; followed up w/BRigney RE: 2023 PIT Count Emails w/City RE: IDIS access & schedule; con't extrapolating 2022 PIT Count data RE: local homelessness by categories & continuum of care; emailed planning division follow up info request; emails w/staff RE: completed surveys & tallying of same; follow up RE: current MSDH LBP testing & LeadSAFE program results; disc affordable housing goals w/staff & projection of beneficiaries by program; researched/drafted text RE: local inventory of emergency, transitional & permanent supportive housing beds for homeless by category; updated broadband Internet services text; reviewed Hub City Transit routes & services; drafted minutes for PH #2; worked on poverty & barriers to affordable housing text; revised resolution to delete conditions & related emails w/WQuinn; updated KDabbs rehab project info per add't emails w/City; accessed ConPlan in IDIS from CD office & initiated text/data insertion; reworked text per staff input RE: goals & correlating budget
4/10 – 4/16	36	Email to WQuinn RE: IDIS access; emails w/DJohnson RE: schedule & IDIS text issues; follow up emails requesting info; con't working to reduce text duplication & insert updated info into ConPlan & Action Plan; emails w/HHA, BRigney, HMaharrey & updated City RE: 2023 PIT Count; drafted initial survey summary; inserted text & data into IDIS 4/18 & 4/21 at CD office; ran quality report & made revisions; completed & inserted three attachments; downloaded to Word & initiated reformatting
4/17 – 4/23	43	Completed text & data insertion into IDIS & updated ctz participation attachment w/surveys & comments received between 4/21 afternoon & 4 p.m. 4/23; attended Council meeting w/CD division staff for ConPlan & Action Plan vote; DJohnson submitted document to HUD via IDIS 4/24 & printed verification; continued reformatting IDIS to Word doc & emailed pdf & Word docs to City 4/25
4/24 – 4/25	9	
Subtotal:	395	

Note: Per contract, cost of professional services "not to exceed" \$26,600.00, based on an estimated 280 hours at standard rate of \$95.00/hour, plus mileage and actual cost of stamps and copies.

Contract Term February 7, 2023 – May 19, 2023, with an option to extend the contract to revise or amend the 2023-2027 Consolidated Plan and/or 2023 Action Plan, with cost determined by mutually agreed upon estimate of hours required, at same hourly rate.

Reimbursable Expenses

Roundtrips Biloxi - Hattiesburg

2/7/23 meeting w/P. Wingo, signed & discussed contract
2/28/23 conducted Interagency Roundtable Meeting
3/20/23 presided at Public Hearing #1
3/24/23 presided at Public Hearing #2
4/14/23 accessed IDIS via City computer
4/18/23 accessed IDIS via City computer
4/21/23 accessed IDIS via City computer
4/24/23 accessed IDIS to complete & submit ConPlan to HUD

Eight (8) 157-mile roundtrips = 1,256 miles @ \$0.56/mile = \$ 703.36

Stamps

Two (2) 20-stamp books @ \$12.60/each = 25.20

Mailed 16 letters to HUD-required stakeholders
Mailed 34 public hearing fliers to agencies/organizations

Copies/Office Depot

183.68

3/18/23 200 copies roundtable meeting agendas & 2-sided community needs survey	\$32.10
3/20/23 150 total copies of 4-page agenda packet & comment form	21.01
3/23/23 433 total copies of (2) public review drafts, public hearing #2 agenda packet, extra surveys	66.20
3/23/23 404 total copies of (4) public review drafts	64.37

Total Reimbursement Due \$ 912.24

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03/18/2023 9:15 AM



EV7VTGPUUX535EYCBB

SALE 3230-21-4168-1111-22.12.2
873905 DS B&W Ltr Pri
200 @ 0.15 30.00

You Pay 30.00S

Subtotal: 30.00

Sales and Use Tax 2.10

Total: 32.10

Amex 1004: 32.10

*2-sided/200
community needs
survey copies*

AUTH CODE 124045
TDS Chip Read
AID A000000025010801 AMERICAN EXPRESS
CVS No Signature Required

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03/20/2023 12:40 PM



V7VTGPUU6555RYXBB

March 20th → 4 pages/each
Pff agenda packet, comment
(copies) forms

SALE 3230-21-4186-1111-22.12.2

163061 SS B&W Ltr Pri

124 @ 0.15 18.60

You Pay 18.60S

211026 Self Serve Mac

26 @ 0.04 1.04

You Pay 1.04S

Subtotal: 19.64

Sales and Use Tax 1.37

Total: 21.01

Amex 1004: 21.01

AUTH CODE 157329

TDS Chip Read

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GRACE AARON 56****853

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03/23/2023 4:10 PM



EV7VT9PUUQ555EYMBB

SALE 3230-21-4228-1111-22.12.2
873905 DS B&W Ltr Pri
380 @ 0.15 57.00

You Pay 57.00S

211026 Self Serve Mac
28 @ 0.04 1.12

You Pay 1.12S

163061 SS B&W Ltr Pri
25 @ 0.15 3.75

You Pay 3.75S

Subtotal: 61.87

Sales and Use Tax 4.33

Total: 66.20

Amex 1004: 66.20

AUTH CODE 192417

TDS Chip Read

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16HX TWA9 42M3

or scan the below QR code



March 24 PM
5-page agenda packet / 25 copies
(2) 2-sided Public Review Draft
Copies, 101 pp. each
28 Community Survey copy
2-sided
25 ctz comment forms
all below per Pwingo

Office DEPOT OfficeMax®

DIBERVILLE - (228) 396-9741
03/23/2023 4:39 PM



EV7VT9PUUQ5558YMBB

SALE 3230-21-4229-1111-22.12.2
873905 DS B&W Ltr Pri
400 @ 0.15 60.00

You Pay 60.00S

211026 Self Serve Mac
4 @ 0.04 0.16

You Pay 0.16S

Subtotal: 60.16

Sales and Use Tax 4.21

Total: 64.37

Amex 8008: 64.37

(4) 2-sided copies of
101 pp. Public Review Draft

AUTH CODE 102285

TDS Chip Read

AID A000000025010801 AMERICAN EXPRESS

CVS No Signature Required

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and enter the survey code below

T6HX TWA9 42NQ

or scan the below QR code





(6) local units of Gov't letters
BILOXI 135 MAIN ST
BILOXI, MS 39530-9998
(800)275-8777

(4) homeless questionnaires

03/13/2023 10:37 AM

Product	Qty	Unit Price	Price
US Flags Bklt/20	1	\$12.60	\$12.60

(6) availability
Grand Total: \$12.60

Credit Card Remit \$12.60
Card Name: VISA
Account #: XXXXXXXXXX8701
Approval #: 013132
Transaction #: 646
AID: A000000031010
AL: VISA-CREDIT
PIN: Not Required

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<https://informedelivery.usps.com>

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Tell us about your experience.
Go to: <https://postalexperience.com/Pos>
or scan this code with your mobile device.



or call 1-800-410-7420.

UFN: 270702-0230
Receipt #: 840-53900357-1-5408287-2
Clerk: 04

6 units of gov't w/ 1-pg questionnaire



City of Hibernia
BILOXI 135 MAIN ST
BILOXI, MS 39530-9998
(800)275-8777

03/06/2023 10:08 AM

Product	Qty	Unit Price	Price
US Flags Bklt/20	1	\$12.60	\$12.60

Grand Total: \$12.60

Cash \$15.00
Change -\$2.40

mailed PH & draft
Preview your Mail avail.
Track your Packages
Sign up for FREE @ letters
<https://informedelivery.usps.com>

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Go to: <https://postalexperience.com/Pos>
or scan this code with your mobile device.



or call 1-800-410-7420.

UFN: 270702-0230
Receipt #: 840-53900357-3-2815919-1
Clerk: 09



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones, Chief Administrative Officer
cc:
Date: Tuesday, June 20, 2023
Re: Ratify Agreement with Artisan Pyrotechnics, Inc., for June 19, 2023, Juneteenth Celebration.
File Number: 2023-426
Minute Book #

Summary

Ratify Agreement with Artisan Pyrotechnics, Inc., for June 19, 2023, Juneteenth Celebration.

Recommendation Statement

I recommend this be added to the agenda.

Please place this on the June 20, 2023 City Council meeting for consideration.

ARTISAN PYROTECHNICS, INC.

Pyrotechnic Contract

- 1) THIS AGREEMENT entered into this 9th of June, 2023 by and between ARTISAN PYROTECHNICS, INC.; a Mississippi corporation hereinafter referred to as "ARTISAN " and City of Hattiesburg / Toby Barker ; Mayor hereinafter referred to as "PURCHASER".
- 2) ARTISAN agrees to furnish PURCHASER, in accordance with the terms and conditions hereinafter set forth, 1 pyrotechnic production(s) as per Program(s) A, submitted, accepted and made part hereof, including the services of a licensed pyrotechnic operator to take charge of and, along with sufficient helpers, safely discharge the display. The said production(s) are scheduled to be performed on June 16, 2023 at Dahmer Park, 1000 Country Club Road, Hattiesburg MS 39401.
- 3) PURCHASER, at its own expense, agrees to provide ARTISAN: A) A suitable PRODUCTION SITE in which to stage the pyrotechnic display including a firing and fallout zone reasonably acceptable to ARTISAN in which the pyrotechnics may be exhibited, rise and fall safely. B) Adequate policing, guard protection, roping, fencing and/or other crowd control measures to prevent the access of the public or its property or any other people or property not authorized by ARTISAN into the PRODUCTION SITE. C) The services and cost of standby firemen and/or any applicable permit fees as required by state and local statutes, ordinances or regulations. D) Access by ARTISAN, at all times, to the PRODUCTION SITE to set up the production. E) Ensure that the Spectator Area does not infringe on the PRODUCTION SITE; PURCHASER shall have the sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that ARTISAN, (including its operators and helpers) shall not inspect, police, monitor or otherwise supervise any area of the site other than the PRODUCTION SITE, except to ensure all spectators are outside the PRODUCTION SITE; **and, after completion of the PRODUCTION, that the PRODUCTION SITE is cleared of any pyrotechnic debris originating from the production.**
- 4) PURCHASER shall pay to ARTISAN the sum of SEVEN THOUSAND FIVE HUNDRED Dollars (\$7,500.00). Full final payment is due on or by June 16, 2023. The Payment will include a non-refundable charge of \$500.00 to cover the permit and insurance process. If the production proceeds, this amount will be applied towards the remaining balance due. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less, will be charged on the unpaid balance after 45 days from the date of payment due. PURCHASER does hereby authorize ARTISAN to receive and verify financial information concerning PURCHASER from any person or entity.
- 5) PURCHASER agrees to assume the risk of weather, or other causes beyond ARTISAN control, which may prevent the production from being safely discharged on the scheduled date or the cancellation of any event for which PURCHASER has purchased the production. It shall be within ARTISAN sole discretion to determine whether or not the production may be safely discharged on the scheduled date and at the scheduled time. If, for any reason beyond ARTISAN control, including, without limitation, inclement weather, ARTISAN is unable to safely discharge the production on the scheduled date or should any event for which PURCHASER has purchased the production be cancelled, the parties shall attempt to negotiate a new production date, which shall be within **180 days** of the original production date. PURCHASER further agrees to pay ARTISAN for any additional expenses made necessary by this postponement. Actual expenses include, but are not limited to, expenses for travel, lodging, labor, meals, rentals, permit fees, set-up and/or dismantling of production, additional taxes or surcharges, or any other additional expense that was incurred prior to and/or as a result of the postponement or cancellation. If the parties are unable to agree on a new production date, ARTISAN shall be entitled to liquidate damages from PURCHASER as if PURCHASER had cancelled the production on the date set for the production as follows.
- 6) ARTISAN reserves the ownership rights and trade names that are used in or is a product of the pyrotechnic production to be performed. Any reproduction by sound, video or other duplication or recording shall give credit to Artisan Pyrotechnics, Inc. and clearly listed.
- 7) ARTISAN agrees to furnish insurance coverage in connection with the Production only, for the following risks and amounts: bodily injury and property damage, FIVE MILLION DOLLARS (\$5,000,000) combined single limits. Such insurance shall include PURCHASER as an additional insured regarding claims made against PURCHASER for bodily injury or property damage arising from the operations of ARTISAN in performing the Production provided for in this Agreement. Such insurance afforded by ARTISAN shall not include claims made against PURCHASER for bodily injury or property damage arising from A) Failure of PURCHASER, including through or by its employees, agents and/or independent contractors, to perform its obligations under this Agreement, including, without limitation, those contained in Paragraph 3 of this Agreement; B) Failure of the PURCHASER to provide discretionary Spectator and Parking Areas referred to in Paragraph 3 of this Agreement. Only to the extent allowed by law, PURCHASER shall indemnify and hold ARTISAN harmless from all claims and suits made against ARTISAN for bodily injury or property damage arising from A) and B) of this Paragraph, and for any and all willful, wanton or negligent acts of PURCHASER, its employees, agents or independent contractors.
- 8) Should PURCHASER fail to pay ARTISAN any fees, costs or expenses to which ARTISAN is entitled under the terms of this agreement, PURCHASER shall pay to ARTISAN, in addition to any other relief to which ARTISAN may be entitled, all costs of collection, including

but not limited to attorney fees in the minimum amount of 25% of the balance due, court costs and judicial interest from the date of written demand to date of full payment.

9) PURCHASER shall not, under any circumstances, be entitled to recover any consequential, incidental, exemplary, special, and/or punitive damages from ARTISAN including, without limitation, loss of income, business or profits. Nothing in this paragraph shall be construed as a modification or limitation of the insurance coverage afforded in Paragraph 8 above.

10) It is agreed nothing in this Agreement or in ARTISAN performance of the production provided for herein shall be construed as forming a partnership or joint venture between PURCHASER and ARTISAN. The parties hereto shall be severally responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein.

11) This Agreement shall be governed and interpreted under the laws of the State of Mississippi.

12) Any Notice to the parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, **First** class, addressed as follows:

ARTISAN- Artisan Pyrotechnics, Inc., P.O. Box 250, Wiggins, Mississippi 39577.

PURCHASER – City of Hattiesburg P.O. Box 1898 | Hattiesburg, MS 39403

13) All terms of this Agreement are in writing and may only be modified by written agreement of both parties hereto. The parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement, subject only to any written modifications signed by the parties hereto.

14) If there is more than one PURCHASER, they shall be jointly and severally be responsible to perform PURCHASER'S obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by PURCHASER and after it is executed by ARTISAN at ARTISAN offices in Wiggins, Mississippi. This Agreement may be executed in several counter parts, including taxed copies, each one of which shall be deemed an original against the party executing same. This Agreement shall be binding upon the parties hereto and upon their heirs, successors, executors, administrators and assigns. PURCHASER agrees and acknowledges that because of the nature of fireworks, an industry accepted level of 3% of the product used in any production may not function as designed and this level of nonperformance is acceptable as full performance.

In Witness Whereof the parties hereto, by and through their duly authorized agents, have set their hands and seals this 9th day of June, 2023.

Kenneth E. Manis Jr, Title President.
ARTISAN PYROTECHNICS, INC.

[Signature], Title MAYOR.
PURCHASER



Memorandum

To: Mayor Toby Barker and Members of City Council
From:
cc:
Date: Tuesday, June 20, 2023
Re: Acknowledge privilege license report for the month ending May 2023.
File Number: 2023-413
Minute Book #

Summary

Recommendation Statement

Please place this on the June 20, 2023 City Council meeting for consideration.

PRIVILEGE LICENSE MONTHLY REPORT

05/01/2023 TO 05/31/2023

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-01-23-026212	\$20.00		HATTIE'S ATTIC 2216 SEARLE AV GULFPORT MS 39507
LIC-01-23-026245	\$20.00		ERIN T. RHODES DDS PLLC 814 S 28TH AV HATTIESBURG MS 39402
LIC-03-23-026494	\$20.00		RUSHING ELECTRIC & AIR CONDITIONING 231 PARET TOWER RD BROOKLYN MS 39425
LIC-03-23-026527	\$15.00		BUSCHMAN STREET CAFE 209 BUSCHMAN ST HATTIESBURG MS 39401
LIC-03-23-026528	\$7.50		BUSCHMAN STREET CAFE 209 BUSCHMAN ST HATTIESBURG MS 39401
LIC-05-23-026867	\$55.00		UNCLE AL POBOYS 6152 HWY 98 STE 60 HATTIESBURG MS 39402
LIC-11-22-025931	\$45.00		FRILLY BEAUTY LOUNGE 2018 HARDY ST STE 1 HATTIESBURG MS 39401
LIC-12-22-025960	\$25.00		HANCOCK WHITNEY BANK 701 POYDRAS HWB-CREFM STE 3000 NEW ORLEANS LA 70130
8	\$207.50		

Renewed Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name, & Address of Business</u>
LIC-03-23-026536	\$440.00	\$66.00	JEWELMASTERS 6156 HIGHWAY 98 W 60 HATTIESBURG MS 394020000
LIC-05-23-026695	\$30.00	\$3.60	TOP CHOICE HEALTHCARE 89 INDUSTRIAL DR HATTIESBURG MS 39401
LIC-05-23-026698	\$20.00		SBA NETWORK SERVICES, LLC 8051 CONGRESS AV BOCA RATON FL 334871307
LIC-05-23-026699	\$30.00		U-HAUL COMPANY OF MISSISSIPPI 918 BROADWAY DRIVE HATTIESBURG MS 39401
LIC-05-23-026700	\$105.00		U-HAUL COMPANY OF MISSISSIPPI PO BOX 21517 PHOENIX AZ 85036
LIC-05-23-026701	\$20.00		NORMAN PAULI, JR., ATTORNEY AT LAW 1001 W PINE STREET HATTIESBURG MS 39401
LIC-05-23-026702	\$40.00		WALNUT SQUARE GIFTS AND STATIONERY 124 WALNUT ST STE 4 HATTIESBURG MS 39401

LIC-05-23-026703	\$20.00	STEWART CONSTRUCTION CO., INC 3007 CITIZENS PARKWAY SELMA AL 36701-
LIC-05-23-026704	\$20.00	TIENDA LA BENDICION #2 802 JAMES ST HATTIESBURG MS 39401
LIC-05-23-026705	\$40.00	THE CHILDREN'S PLACE #4031 6375 S PECOS RD STE 212 LAS VEGAS NV 89130
LIC-05-23-026706	\$20.00	POWER YOGA & MOVEMENT LLC 4400 HARDY ST STE A-16 HATTIESBURG MS 39402
LIC-05-23-026707	\$20.00	BROADWAY NUTRITION 1518 BROADWAY DR STE 30 HATTIESBURG MS 39402
LIC-05-23-026708	\$30.00	JUBILANT DRAXIMAGE RADIOPHARMACIES, INC. 4 WILLOW POINTE STE 150 HATTIESBURG MS 39402
LIC-05-23-026709	\$20.00	EAGLE SERVICE CORPORATION 108 N 38TH AVENUE HATTIESBURG MS
LIC-05-23-026710	\$20.00	COOK'S UNIVERSITY MALL BARBER SHOP 3808 HARDY STREET HATTIESBURG MS 39401-
LIC-05-23-026711	\$20.00	CONNIE'S DAY CARE 321 S 23RD AVENUE HATTIESBURG MS 394010000
LIC-05-23-026712	\$30.00	SUN SOLAR LLC 21198 E. VIA DE ARBOLES QUEEN CREEK AR 85142
LIC-05-23-026713	\$150.00	ADVANCE AUTO PARTS #5604 PO BOX 2710 ATTN: BUSINESS LICENSES ROANOKE VA 240012710
LIC-05-23-026714	\$30.00	TRUST CARE 6176 US HWY 98 HATTIESBURG MS 39402
LIC-05-23-026715	\$20.00	JOHN W. LEE, JR. 119 HARDY STREET HATTIESBURG MS 39401
LIC-05-23-026717	\$30.00	MCLAURIN FAMILY LEARNING ACADEMY 110 EVERETT ST HATTIESBURG MP 39401
LIC-05-23-026718	\$20.00	QUALITY TAXES 1507 HARDY STREET STE 201 HATTIESBURG MS 39402
LIC-05-23-026719	\$20.00	MASON & MAGNOLIA REAL ESTATE 806 W PINE ST HATTIESBURG MS 39401
LIC-05-23-026720	\$20.00	SOUTH ALABAMA ELECTRIC CO 762 HOLCOMBE AVENUE MOBILE AL 36606
LIC-05-23-026721	\$20.00	QUALITY FLOORING 5257 OLD HWY 11 HATTIESBURG MS 39402
LIC-05-23-026722	\$20.00	MISSISSIPPI TITLE LOANS, INC 8601 DUNWOODY PLACE STE 406 ATLANTA GA 30350

LIC-05-23-026723	\$20.00		FORREST GENERAL GIFT SHOP 6051 HIGHWAY 49 HATTIESBURG MS 39402-
LIC-05-23-026726	\$440.00		ZALES JEWELERS #1776 1000 TURTLE CREEK DR STE 340 HATTIESBURG MS 39402
LIC-05-23-026727	\$30.00		BURNS COOLEY DENNIS, INC. 1402 CORINNE STREET HATTIESBURG MS 39401
LIC-05-23-026729	\$20.00		MERLE NORMAN HATTIESBURG 672 EASTABUCHI RD PETAL MS 39465
LIC-05-23-026730	\$40.00		N & H ELECTRONICS 1100 HARDY STREET HATTIESBURG MS 39401
LIC-05-23-026731	\$20.00		RUSHING ELECTRIC & AIR CONDITIONING 231 PARET TOWER RD BROOKLYN MS 39425
LIC-05-23-026732	\$60.00	\$6.60	JW CHAIN CONTRACTORS, LLC P.O. BOX 16837 HATTIESBURG MS 39404
LIC-05-23-026733	\$20.00		CARTER LAW OFFICE 404 HEMPHILL STREET HATTIESBURG MS 39401
LIC-05-23-026734	\$30.00		CITIZENS NATIONAL BANK 5917 U S HWY 49 HATTIESBURG MS 39402
LIC-05-23-026735	\$30.00		PAYNE COMPANIES, LLC 135 MAYFAIR RD STE A HATTIESBURG MS 39402
LIC-05-23-026736	\$20.00		MASSENGALE'S LAWN SERVICE 620 SOUTH 19TH AV HATTIESBURG MS 39401-
LIC-05-23-026737	\$20.00		TREASURE ISLAND 1000 TURTLE CREEK DRIVE HATTIESBURG MS 39401
LIC-05-23-026738	\$30.00	\$83.40	HATTIESBURG TREE SERVICE 94 POP RUNNELS RD PETAL MS 39465
LIC-05-23-026742	\$30.00		HATTIESBURG CLINIC, P.A./PRINT CENTER 5912 HWY 49 STE C-10P HATTIESBURG MS 39401
LIC-05-23-026743	\$33.00		HATTIESBURG CLINIC PURCHASING 415 S 28TH AV HATTIESBURG MS 394017283
LIC-05-23-026744	\$51.00		HATTIESBURG CLINIC P.A.-SLEEP CENTER MED 101 COURTENAY CIR HATTIESBURG MS 39402
LIC-05-23-026745	\$20.00		WILLIAM CAREY STUDENT HEALTH 710 WILLIAM CAREY PARKWAY HATTIESBURG MS 39401
LIC-05-23-026746	\$57.00		AIRGAS USA, LLC 1924 BYRON STREET HATTIESBURG MS 39401
LIC-05-23-026747	\$93.00		SHERWIN WILLIAMS COMPANY #7455 6424 HWY 98 PL HATTIESBURG MS 39402

LIC-05-23-026748	\$20.00		EDWARD JONES 5215 OLD HWY 11 STE 70 HATTIESBURG MS 39401
LIC-05-23-026749	\$40.00		FASTENAL COMPANY 1517 N MAIN STREET HATTIESBURG MS 39401
LIC-05-23-026750	\$42.00		PALM BEACH TAN 6117 HIGHWAY 98 STE 50 HATTIESBURG MS 39402
LIC-05-23-026751	\$30.00		ENDLESS SUMMER, LLC 6555 HWY 98 STE 7 HATTIESBURG MS 39402
LIC-05-23-026753	\$20.00		WILDFLOWER WELLNESS LLC 427 WEATHERSBY RD HATTIESBURG MS 39402
LIC-05-23-026754	\$250.00		ENGLISH COLOR & SUPPLY, LLC 810 N GROVE RD RICHARDSON TX 75081-
LIC-05-23-026755	\$25.00		A TO Z MOBILE HOME SERVICE 7408 HWY 49 STE 20 HATTIESBURG MS 39402
LIC-05-23-026756	\$20.00	\$2.60	EDIBLE ARRANGEMENTS 1533 BIENVILLE BLVD OCEAN SPRINGS MS 39564
LIC-05-23-026758	\$20.00		USA NAIL LLC 309 OAK PARK DR PASS CHRISTIAN MS 39571
LIC-05-23-026760	\$20.00		LIVING LAVISH MIDTOWN 109 S 31ST AV STE 30 HATTIESBURG MS 39401
LIC-05-23-026761	\$20.00		MIKE'S FRUIT STAND #1 216 DEWEY STREET HATTIESBURG MS 39401
LIC-05-23-026762	\$20.00		DR. JOHN HALL DMD 1904 HARDY ST HATTIESBURG MS 39401
LIC-05-23-026763	\$30.00		CITY BUFFET, INC. 560 WEATHERSBY RD STE 10 HATTIESBURG MS 39402
LIC-05-23-026764	\$20.00		GAIL MCINNIS PRODUCTIONS 115 LAKES ESTATES DRIVE HATTIESBURG MS 39402
LIC-05-23-026765	\$20.00		GALLASPY HOLDINGS, LLC 129 FAIR LAKE DR HATTIESBURG MS 39402
LIC-05-23-026766	\$30.00		SHIPLEY DO-NUTS 5263 OLD HWY 11 HATTIESBURG MS 39402
LIC-05-23-026767	\$20.00		NEW BEST WOK INC. 28 MARKET CT HATTIESBURG MS 39402
LIC-05-23-026769	\$20.00		PEROXIDE 212 S 14TH AV HATTIESBURG MS 39401
LIC-05-23-026770	\$30.00		ACTION MARINE & POWER CENTER 6453 HIGHWAY 49 HATTIESBURG MS 39402

LIC-05-23-026771	\$20.00		MEADOR HOMESTEAD B & B 117 LONGWOOD TERRACE HATTIESBURG MS 39402-
LIC-05-23-026772	\$150.00		CMS WIRELESS LLC 29 MAUMELLE CURVE CT NORTH LITTLE ROCK AR 72113
LIC-05-23-026773	\$20.00		PRO-KUTZ BARBER SHOP 334 A N 25TH AV HATTIESBURG MS 39401
LIC-05-23-026774	\$30.00		LAW OFFICE OF SUSAN K. STEADMAN, PLLC 623 N MAIN ST STE 200 HATTIESBURG MS 39401
LIC-05-23-026775	\$30.00		TATUM, VIRGINIA ANGELICO, PLLC, DDS 1623 S 28TH AVENUE HATTIESBURG MS 394020000
LIC-05-23-026776	\$20.00		GROOVE HOUSE 108 LUNDY LN STE 100 HATTIESBURG MS 39401
LIC-05-23-026777	\$10.00		GROOVE HOUSE 308 LEXINGTON CIR HATTIESBURG MS 39402
LIC-05-23-026778	\$20.00		HATTIESBURG CAR TITLE LOAN CO. INC. 1910 HARDY STREET B HATTIESBURG MS 39403
LIC-05-23-026781	\$25.00	\$2.75	CATO FASHIONS/CATO PLUS #683 4600 HARDY STREET HATTIESBURG MS 39402
LIC-05-23-026782	\$20.00		FIRST NATIONAL CARS & TRUCKS INC. 1503 BROADWAY DRIVE HATTIESBURG MS 39401
LIC-05-23-026783	\$30.00		MCMAHAN REALTY 100 N 33RD AVENUE HATTIESBURG MS 39401
LIC-05-23-026784	\$20.00		LANCASTER'S MACHINE & WELDING SHOPINC. 1701 W 7TH STREET HATTIESBURG MS 39401
LIC-05-23-026786	\$90.00		WARD'S 101 THORNHILL DRIVE HATTIESBURG MS 39402
LIC-05-23-026787	\$75.00		STEAK 'N SHAKE/DELISH BRANDS 6155 HWY 98 HATTIESBURG MS 39402
LIC-05-23-026788	\$20.00		3R CONSTRUCTION SERVICES, LLC. 703 NEW HOPE RD ELLISVILLE MS 39437
LIC-05-23-026789	\$45.00		POPS TOWING,RECOVERY & TRANSPORT SERVICES 5195 HWY 42 HATTIESBURG MS 39401
LIC-05-23-026790	\$20.00		BREWSTER'S COFFEE 892 EPLEY RD HATTIESBURG MS 39402
LIC-05-23-026791	\$30.00		NORTHGATE INN 6757 HIGHWAY 49 HATTIESBURG MS 39401
LIC-05-23-026792	\$30.00		STAR MOTEL 6528 HWY 49 N HATTIESBURG MS 39401

LIC-05-23-026793	\$20.00		SMH SPECIALIZED CARE PO BOX 97 BEAUMONT MS 39423
LIC-05-23-026794	\$45.00		SASSER ELECTRICAL SERVICES, INC. 11690 HALCYON LOOP DAPHNE AL 36526
LIC-05-23-026795	\$30.00		BURKETT RADIATOR SHOP 1201 W PINE STREET HATTIESBURG MS 39401
LIC-05-23-026796	\$45.00		MAGNOLIA STATE BANK 6179 US HWY 98 WEST HATTIESBURG MS 39402
LIC-05-23-026797	\$42.00		LANDRY LEWIS GERMANY ARCHITECTS, P. A. 5211 OLD HWY 11 HATTIESBURG MS 39402
LIC-05-23-026798	\$20.00		GYPSY TATTOO 35 WHIDDON LN PURVIS MS 39475
LIC-05-23-026799	\$20.00		HILL MOTORS #2 1001 E HARDY STREET HATTIESBURG MS 39401
LIC-05-23-026800	\$20.00		FREEDOM PHARMACY 3902 HARDY STREET HATTIESBURG MS 39401
LIC-05-23-026801	\$20.00		R & M INC. 1701 E HARDY STREET HATTIESBURG MS 39401-
LIC-05-23-026802	\$33.00		SIMPLY VINTAGE LLC 6140 US HWY 98 30 HATTIESBURG MS 39403
LIC-05-23-026804	\$30.00		PERFORMANCE PETERBILT OF HATTIESBURG 4093 US HWY 11 HATTIESBURG MS 39402
LIC-05-23-026805	\$30.00		HATTIESBURG EYE CLINIC, PA 100 W HOSPITAL DRIVE HATTIESBURG MS 39402-
LIC-05-23-026806	\$39.00	\$5.46	SMILE DOCTORS OF MISSISSIPPI 9 PROFESSIONAL PKWY ATTN: LICENSING DEPT HATTIESBURG MS 39402
LIC-05-23-026807	\$20.00		RUBY NAILS 214 MAIN ST HATTIESBURG MS 39401
LIC-05-23-026808	\$20.00		GULF STATES AUTOMATION INC 245 W AIRPORT BLVD STE C PENSACOLA FL 32505
LIC-05-23-026809	\$20.00		TRAVIS HEATING & A/C 9014 OLD RIVER RD PETAL MS 39465
LIC-05-23-026810	\$30.00		DAVID M. PEREZ, DMD, P.C. 629 DAVIS DR STE 300 MORRISVILLE NC 27560
LIC-05-23-026811	\$20.00		AFFORDABLE DENTURES DENTAL LABORATORIES, LLC 4600 HARDY ST 33 HATTIESBURG MS 39402
LIC-05-23-026812	\$20.00		SIMPLY 10 5891 US HWY 49 STE 20 HATTIESBURG MS 39402

LIC-05-23-026813	\$200.00		ANDERSON RETAIL, INC P O BOX 16055 HATTIESBURG MS 39404
LIC-05-23-026814	\$20.00		CAMERON ELECTRIC MOTOR CO. INC. PO BOX 328 HATTIESBURG MS 394030328
LIC-05-23-026815	\$150.00		GENERAL DYNAMICS INFORMATION TECHNOLOGY, INC. 5912 HWY 49 HATTIESBURG MS 39401
LIC-05-23-026816	\$20.00	\$2.20	BAYLIS HEATING & AIR PO BOX 551 PETAL MS 39465-
LIC-05-23-026818	\$30.00		BURKE HANDLING SYSTEMS, INC. P.O. BOX 97089 JACKSON MS 392880000
LIC-05-23-026820	\$30.00		WESTGATE CLEANERS 5289 OLD HIGHWAY 11 HATTIESBURG MS 39402-
LIC-05-23-026821	\$93.00		THE BUCKLE, INC 1000 TURTLE CREEK DRIVE STE 299 HATTIESBURG MS 39402
LIC-05-23-026822	\$20.00		MORTGAGE FUNDING CORPORATION 12 & 14 PLAZA DRIVE HATTIESBURG MS 39403
LIC-05-23-026823	\$48.00		THERMO MECHANICAL, INC 42697 MERCHANT CT PONCHATULA LA 70454
LIC-05-23-026824	\$30.00	\$3.90	RESERVE AT LONG POINT 700 BEVERLY HILLS RD HATTIESBURG MS 39401
LIC-05-23-026825	\$20.00		M.M. & A HATTIESBURG LLC (D-BAT) PO BOX 230 CARROLLTON MS 38917
LIC-05-23-026826	\$20.00		BODYSHOP FITNESS LLC (D1 TRAINING) PO BOX 230 CARROLLTON MS 38917
LIC-05-23-026827	\$57.00		BONNER ANALYTICAL TESTING CO 2703 OAK GROVE ROAD HATTIESBURG MS 39402-
LIC-05-23-026828	\$30.00		PALMER ELECTRIC, INC. PO BOX 525 PETAL MS 39465
LIC-05-23-026829	\$30.00		J M H GRAPHICS 223 S 40TH AV HATTIESBURG MS 39402-
LIC-05-23-026830	\$20.00		MAGNOLIA PERSONAL HOMECARE SERVICES 6086 HWY 98 W STE 3 HATTIESBURG MS 39402
LIC-05-23-026831	\$60.00		WARD'S 717 BARTUR STREET HATTIESBURG MS 394018324
LIC-05-23-026833	\$20.00		AFRICAN HAIR BRAIDING PARADISE 204 EASTSIDE AVENUE 1 HATTIESBURG MS 39401
LIC-05-23-026835	\$20.00		PREGAR CONSTRUCTION, LLC 65 WATERFORD DR HATTIESBURG MS 39402

LIC-05-23-026836	\$20.00	LEGACY HEALTH CENTER LLC 705 W PINE ST HATTIESBURG MS 39401
LIC-05-23-026837	\$20.00	SETH M. HUNTER 100 DUDLEY W CONNER STREET HATTIESBURG MS 39403-
LIC-05-23-026838	\$20.00	TWICE THE ICE PO BOX 35 SEMINARY MS 39479
LIC-05-23-026839	\$30.00	HATTIESBURG MEDICAL PARK MGT CORP 310 CAHAL ST HATTIESBURG MS 39401
LIC-05-23-026840	\$150.00	BEDFORD CARE CENTER 10 MEDICAL BOULEVARD HATTIESBURG MS 39401
LIC-05-23-026841	\$150.00	BEDFORD CARE CENTER (CAHAL) 298-300 CAHAL STREET HATTIESBURG MS 39401
LIC-05-23-026842	\$150.00	BEDFORD ALZHEIMERS CARE CENTER LLC 300 B CAHAL STREET HATTIESBURG MS 39401
LIC-05-23-026843	\$30.00	HATTIESBURG ORTHODONTICS, PLLC 704 S 28TH AVENUE 20 HATTIESBURG MS 39402-
LIC-05-23-026846	\$20.00	SMALL WORLD LEARNING CENTER 406 LAKEWOOD LOOP HATTIESBURG MS 39402
LIC-05-23-026847	\$20.00	SIMONE ENTERPRISES LLC 720 GRACE AV HATTIESBURG MS 39401
LIC-05-23-026848	\$30.00	PIERCON, INC. 23 LIBERTY PLACE HATTIESBURG MS 39402
LIC-05-23-026849	\$30.00	ASKEW HEATING AIR CONDITION & ELECTRICAL, LLC 7 CRICKET LN SEMINARY MS 39479
LIC-05-23-026850	\$20.00	ARES HOLDINGS, LLC 1045 S JOHN RODES BLVD MELBOURNE FL 32904-
LIC-05-23-026851	\$135.00	HATTIESBURG CLINIC, PA/THE PEDIATRIC CLINIC 415 SOUTH 28TH AV ATTN. SUSAN PARKER HATTIESBURG MS 39401
LIC-05-23-026852	\$20.00	3 D MECHANICAL, ELECTRICAL & PLUMBING, LLC 8 AUBURN LN N HATTIESBURG MS 39401
LIC-05-23-026855	\$90.00	GRACE COMMUNITY SCHOOL 30 PIONEER ROAD S HATTIESBURG MS 39402-
LIC-05-23-026856	\$200.00	T J MAXX #597 5024 HARDY STREET HATTIESBURG MS 39401
LIC-05-23-026857	\$20.00	K & D SALES, LLC 107 HILLENDALE DRIVE HATTIESBURG MS 39402
LIC-05-23-026858	\$30.00	LINCARE, INC. PO BOX 9004 CLEARWATER FL 337580000

LIC-05-23-026859	\$20.00		TAYLORS GARAGE & USED CARS, LLC 41 KING RD HATTIESBURG MS 39402
LIC-05-23-026862	\$30.00		JACKSON , TULLOS & ROGERS, PLLC 309 S 40TH AVENUE HATTIESBURG MS 39402
LIC-05-23-026864	\$20.00		MISS BOSSY BEAUTY 4 WILLOW PT STE 120 HATTIESBURG MS 39402
LIC-05-23-026865	\$20.00		THE ROYAL LOOK 110 BARNES CIR HATTIESBURG MS 39401
LIC-05-23-026866	\$300.00		MINGLEDORFF'S INC. 6675 JONES MILL CT. NORCOSS GA 30092
LIC-05-23-026868	\$20.00		AM EQUITY REALTY 5328 HWY 42 HATTIESBURG MS 39401
LIC-05-23-026869	\$20.00		KILLINGSWORTH BARBER SHOP 817 COUNTRY CLUB RD HATTIESBURG MS 39401
LIC-05-23-026870	\$20.00		ODDFELLOWS GALLERY P.O. BOX 15787 HATTIESBURG MS 39404-0000
LIC-05-23-026871	\$20.00		MARINER FINANCE, LLC 560 WEATHERSBY RD 120 HATTIESBURG MS 39402
LIC-05-23-026872	\$30.00		SIGNS FIRST 4400 HARDY ST ST STE B-1 HATTIESBURG MS 39401
LIC-05-23-026873	\$129.00		BROOKDALE HATTIESBURG II 6737 W WASHINGTON STE 2300 MILWAUKEE WI 53214
LIC-05-23-026874	\$93.00		MEN'S WEARHOUSE 6380 ROGERDALE RD HOUSTON TX 77072
LIC-05-23-026875	\$250.00		BIG LOTS #5104 4900 DUBLIN GRANVILLE RD ATTN. TAX DEPT. COLUMBUS OH 43081
LIC-05-23-026876	\$20.00		JRM & SONS TRUCKING & REPAIR SERVICE 1828 JAMES STREET HATTIESBURG MS 394010000
LIC-05-23-026877	\$20.00		FORD ENGINEERING SERVICES 2010 OAK GROVE RD STE 1 HATTIESBURG MS 39402
LIC-05-23-026878	\$20.00		HAROLD KNIGHT SEWING MACHINE INC. 1900 HARDY STREET HATTIESBURG MS 39401
LIC-05-23-026879	\$20.00		COMMERCIAL COMMUNICATIONS, LLC 5211 HWY 42 HATTIESBURG MS 39401
LIC-05-23-026880	\$20.00	\$2.40	SOUTHERN OAKS 268 BROKEN ARROW TRAIL PETAL MS 39465
LIC-05-23-026881	\$20.00		BRADFORD FURNITURE 7408 HWY 49 STE 10 HATTIESBURG MS 39401

LIC-05-23-026882	\$20.00		CANON SOLUTIONS AMERICA, INC. 2401 HARDY ST HATTIESBURG MS 39401
LIC-05-23-026883	\$30.00		LAGNIAPPE EYE CARE, INC. 154 W SHORE DR HATTIESBURG MS 39402-
LIC-05-23-026884	\$150.00		MAXIMUS, INC 5912 US HWY 49 STE H2 & H3 HATTIESBURG MS 39401
LIC-05-23-026885	\$30.00		HYDRA CLEAN 5266 OLD HWY 11 STE 70 PMB:310 HATTIESBURG MS 39402
LIC-05-23-026886	\$20.00	\$2.20	SAFEGUARD ELECTRIC & SECURITY SYSTEM 42 SHANE DRIVE MOSELLE MS 39459-
LIC-05-23-026887	\$20.00		YOGAMIND 604 ADELINE STREET HATTIESBURG MS 39401
LIC-05-23-026889	\$20.00		HAUS OF LEXURY BEAUTY BOUTIQUE 2010 OAK GROVE RD BLDG 3 STE 2 HATTIESBURG MS 39402
LIC-05-23-026890	\$200.00		HARBOR FREIGHT TOOLS 4400 HARDY ST STE B-10 HATTIESBURG MS 39402-
LIC-05-23-026891	\$20.00	\$27.20	BOWLINE HOME IMPROVEMENT LLC 62 LYLES RD HATTIESBURG MS 39401
LIC-05-23-026895	\$20.00		LOCKHART'S CONSTRUCTION 1714 EDWARDS STREET HATTIESBURG MS 394010000
LIC-05-23-026896	\$20.00	\$3.60	THE BOTTLING COMPANY 126 MOBILE ST HATTIESBURG MS 39401
LIC-05-23-026897	\$15.00	\$7.50	THE BOTTLING COMPANY 126 MOBILE ST HATTIESBURG MS 39401
LIC-05-23-026898	\$40.00		JOURNEYS KIDZ #1634 GENESCO INC. 535 MARRIOTT DR TAX DEPT. 12TH FLOOR NASHVILLE TN 372170017
LIC-05-23-026899	\$90.00		LASSITER HOMES INC. 10725 HWY 63 MOSS POINT MS 39562
LIC-05-23-026900	\$20.00		CAMELLIA HOUSE 3885 VETERANS MEMORIAL DRIVE HATTIESBURG MS 39403-
LIC-05-23-026901	\$30.00		PANAMA FORESTRY EQUIP., INC. 620 MEADOW LANE DRIVE HATTIESBURG MS 39401
LIC-05-23-026902	\$33.00		ARBY'S 7612 6178 HWY 98 HATTIESBURG MS 39402
LIC-05-23-026903	\$30.00		OFFICE MANAGEMENT SYSTEMS INC 16 OFFICE PARK DR STE 12 HATTIESBURG MS 39402
LIC-05-23-026904	\$25.00		SOLAR SUPPLY INC. 401 PROVIDENCE ST HATTIESBURG MS 39401

LIC-05-23-026905	\$150.00		MID SOUTH HOME CARE, LLC 49 RED AUTUMN LN NE BROOKHAVEN MS 39601
LIC-05-23-026906	\$20.00		FUNKY SHOES HATTIESBURG 6333 HWY 49 STE 50 HATTIESBURG MS 39401
LIC-05-23-026907	\$45.00		CARDIOVASCULAR CLINIC 5003 HARDY STREET STE 200 HATTIESBURG MS 39402-
LIC-05-23-026908	\$20.00		NEW GENERATION AFRICAN HAIR BRAIDING 2417 W 4TH STREET HATTIESBURG MS 39401-
LIC-05-23-026909	\$25.00		MISSISSIPPI ATHLETE, INC. 211 S 40TH AVENUE HATTIESBURG MS 39402
LIC-05-23-026910	\$20.00		SCHAMBER-JONES, CPA,PA 1316 HARDY ST HATTIESBURG MS 39401
LIC-05-23-026911	\$30.00	\$3.60	CONEY ISLAND CAFE 400 MAIN ST HATTIESBURG MS 39401
LIC-05-23-026912	\$45.00		PENSKE TRUCK LEASING PO BOX 1321 READING PA 196031321
LIC-05-23-026913	\$20.00	\$2.80	JAMES TOTAL WELLNESS & SCREENING SOLUTIONS 423 WEATHERSBY RD STE 170 HATTIESBURG MS 39402
LIC-05-23-026914	\$20.00		ELECTRIC ART STUDIO 14 MEADOW RIDGE PURVIS MS 39402
LIC-05-23-026915	\$20.00		THE UNSTABLE BAR CO 220 KIMBALL AV HATTIESBURG MS 39401
LIC-05-23-026916	\$30.00		NATIONS ROOF CENTRAL, LLC 3150 LEES LN MOBILE AL 36693
LIC-05-23-026917	\$20.00		RAM COMPUTER SERVICES, INC 5910 HWY 49 STE 40 HATTIESBURG MS 39401
LIC-05-23-026918	\$20.00		MARCO'S CHICKEN AND WAFFLES 817 COUNTRY CLUB RD HATTIESBURG MS 39401
192	\$8,758.00	\$225.81	

Total Collection for May

New Licenses	\$207.50
Renewed Licenses	\$8,758.00
Penalties	\$225.81
Grand Total	\$9,191.31



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Cory Long, Planning Administrator, Nathan Satcher, Planner II, Wiley Quinn, Urban Development Director

cc: Ann Jones, Chief Administrative Officer

Date: Tuesday, June 20, 2023

Re: Acknowledge the Hattiesburg Planning Commission's decision to approve a historic flood variance for Hawkins Elementary at 526 Forrest St.
File Number: 2023-403
Minute Book #

Summary

A petition has been filed by the City of Hattiesburg to request a Flood Variance per Article 6, Section E of the Flood Damage Prevention Ordinance (No. 3294)., which states that qualifying historic structures may apply for a flood variance from the requirement to elevate or floodproof the structure, for a structure located at 526 Forrest St (Hawkins Elementary School, Parcel No.: 2-029J-10-135.00; PPIN: 21838, Forrest County, Ward 4). The Hattiesburg Planning Commission voted to approve on June 7th, 2023.

Recommendation Statement

Please place this on the June 20, 2023 City Council meeting for consideration.

Item: C
City of Hattiesburg
Request for: **Historic Flood Variance**



**Planning Commission
Case Fact Sheet**

Name of Petitioner: City of Hattiesburg

Address of Property:
526 Forrest St

Tax Parcel
2-029J-10-135.00

PPIN:
21838

Ward:
4

Request: **Historic Flood Variance** from the Flood Damage Prevention Ordinance

Purpose of Request: To request a variance from Article 6, Section E, which states that qualifying historic structures may apply for a flood variance from the requirement to elevate or flood proof the structure, for a structure located at 526 Forrest St (Hawkins Elementary School, Parcel No.: 2-029J-10-135.00; PPIN: 21838, Forrest County, Ward 4).

Applicant Summary: See Attached
Applicable Regulations:

SECTION 4 Zoning Districts Established

4.5.3 R-1A Residential District: The purpose of the R-1A District is to permit single-family residential uses with related recreational, religious and educational facilities. This district is consistent with the Neighborhood Conservation 1 and 2 districts in the Comprehensive Plan. This zoning district encourages protected lower density residential neighborhoods with only compatible supporting institutional uses and open space.

CODE OF ORDINANCES, CHAPTER 10, ARTICLE 6, SECTION E

See attached Ordinance Excerpt

Present Zoning: The parcel is currently zoned R-1A, Residential District

Item: C
City of Hattiesburg
Request for: **Historic Flood Variance**

Present Use: Elementary School

Future Land Use: Downtown District

Surrounding Zoning and Land Use:
North: R-1A, Single-Family Residential District
South: R-1A, Single-Family Residential District / B-3, Community Business District
East: R-1A, Single-Family Residential District
West: R-1A, Single-Family Residential District

Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case as of May 26th, 2023.

History / Background: Repairs have been proposed for this structure. The building is constructed below the Base Flood Elevation (BFE) established by FEMA and it is appraised at \$9.38 million with a repair valuation of \$9 million. The Flood Damage Prevention Ordinance defines this as a substantial improvement to the facility (improvements made that exceed 50% of the structures value). A structure in a hazardous flood zone that proposes Substantial Improvement must come into compliance with the Flood Damage Prevention Ordinance or may apply for a variance from these requirements if qualifying. Staff consulted with MEMA and FEMA to confirm that.

This applicant has met the requirements of Chapter 10. Article 6. Section E. 1-3 as a "Bona-fide Historic Structure". Planning Commission approval is required for "Flood Variances" See the included Flood Ordinance for guidance.

The Base Flood Elevation is 156.8'. This is the estimated level of water in a 100-year flood event. The elevation of the building's first floor is 154.8' plus a lower basement. A compliant building would need an elevation of at least 156.8' or be floodproofed or be provided relief from the code through a Historic Flood Variance. Hawkins Elementary is considered a critical facility as an elementary school. Flood variances should be granted when the minimum NFIP standards cannot be met because of special circumstances to the site.

The issuance of this variance will not result in an increase in flood levels during the base flood discharge, as the renovations are on the interior of the site. In this situation, staff believe that the granting of a historic flood variance for Hawkins Elementary outweighs the hardship created by meeting the Flood Damage Prevention Ordinance and recommends approval.

Option: Approve or Deny

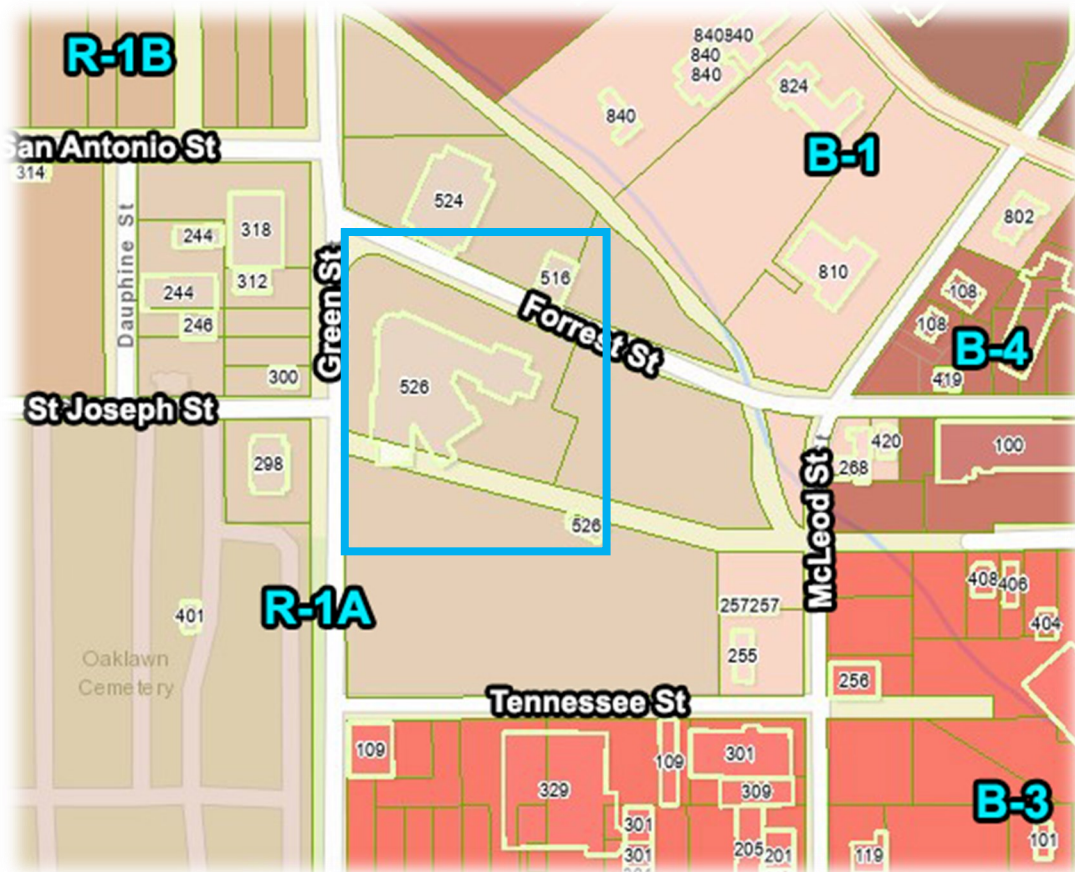
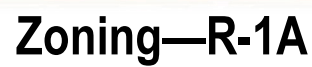
SUBJECT PARCEL:

526 Forrest St—Hawkins Elementary School

City of Hattiesburg, Hattiesburg Municipal SSD, Owner

The petitioner requests approval for a Flood Variance per Article 6, Section E of the Flood Damage Prevention Ordinance (No. 3294), which states that qualifying historic structures may apply for a flood variance from the requirement to elevate or floodproof the structure, for a structure located at 526 Forrest St (Hawkins Elementary School, Parcel No.: 2-029J-10-135.00; PPIN: 21838, Forrest County, Ward 4).





Site Aerial



Surrounding Area

Northern Direction: R-1A Residential District



Southern Direction: R-1A Residential District

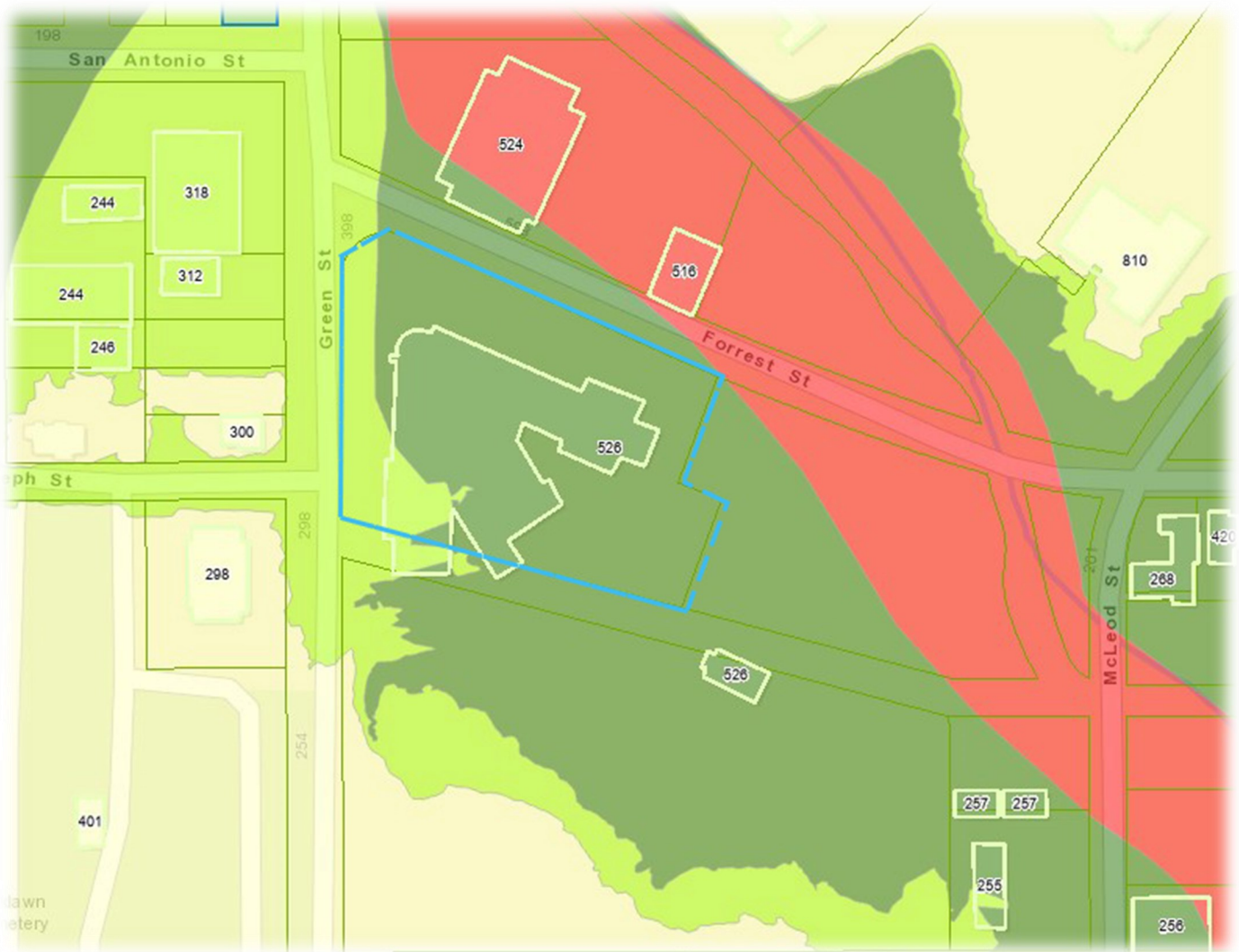


Surrounding Area

East and Western Directions: R-1A
Residential District



Flood Zone Map



Note: Floodways and Zone AE are regulated flood zones

Floodplain

FEMA Flood Zones

- FLOODWAY AREA IN ZONE AE
- ZONE A (100 yr flood - no elevation)
- ZONE AE (100 yr flood w / elevation)
- ZONE SX (500 yr flood)
- ZONE X (No Special Flood Hazard Area)



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Peggy Sealy, Chief of Police
cc: Kermas Eaton, City Clerk
Date: Tuesday, June 20, 2023
Re: Approve the donation of a Belgian Malinois canine from Sunshine Smith valued at \$15,000.00 to the Hattiesburg Police Department for the use of a police service dog.
File Number: 2023-394
Minute Book #

Summary

Approve the donation of a Belgian Malinois canine from Sunshine Smith valued at \$15,000.00 to the Hattiesburg Police Department for the use of a police service dog.

Recommendation Statement

I recommend approval

Please place this on the June 20, 2023 City Council meeting for consideration.



THE CITY OF HATTIESBURG

One of America's Great Small Cities!

MEMORANDUM

TO: Mayor and Council
FROM: Chief Peggy Sealy 
DATE: June 9, 2023
RE: **Sunshine Smith – Donation of K9**

This memo is to request Council approval for a donation from Sunshine Smith for a Belgian Malinois canine valued at \$15,000.00 to the Hattiesburg Police Department. This canine will be trained as a single purpose narcotics dog.

PS/tl

Attachment

To: Chief of Hattiesburg Police Department or City Official

Date: 6/2/2023

From: Sunshine Smith

Ref: Donation of K9

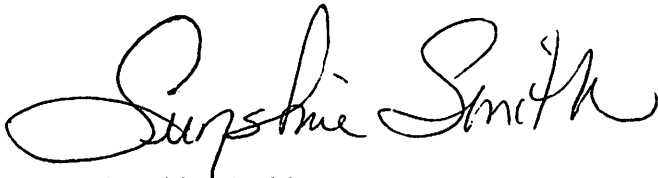
I Sunshine Smith am wanting to donate one (1) black and brown 8 month old Belgium Malinois named Ryot, valued at \$15,000, to the Hattiesburg Police Department for the use of a police service dog.

I feel this could help the community with needs such as a lost person/children, aiding in catching criminal violators and other criminal activity.

I also want to thank Officer Jacob Hiatt for his compassion for the Police Service Dog Training Program with the Hattiesburg Police Department. His dedication and work ethics and training of Police Service Dogs is something the City can be proud of.

Please accept this donation.

Thank You

A handwritten signature in black ink that reads "Sunshine Smith". The signature is written in a cursive, flowing style with large loops.

Sunshine Smith



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Kermas Eaton, City Clerk
Date: Tuesday, June 20, 2023
Re: Approve and authorize publication of Notice for Request for Proposals for Public WiFi Services in various locations in the City of Hattiesburg.
File Number: 2023-406
Minute Book #

Summary

Approve and authorize publication of Notice for Request for Proposals for Public WiFi Services in various locations in the City of Hattiesburg.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 20, 2023 City Council meeting for consideration.

Request for Proposals - Public Notice

Public WiFi Services

Planners, architects, engineers and other related professionals are requested to submit a proposal to provide professional services to install Public WiFi services for the following City of Hattiesburg locations:

- Tatum Park – 101 Parkway Boulevard
- Vernon Dahmer Park – 1000 Country Club Road
- Chain Park – 981 E. 8th Street
- Duncan Lake – 1000 James Street
- Dewitt Sullivan Park – Old Airport Road
- C.E. Roy Walking Trail – 300 E. 5th Street
- Hattiesburg Boxing Club & Gym – 202 Unetta Street
- Eastside Park – 1000 Rebecca Avenue

Overview

The City of Hattiesburg is requesting qualifications and pricing information for the installation of internet service equipment at the locations listed above. The City of Hattiesburg was awarded grant funding from the Coronavirus Aid, Relief, and Economic Security (CARES) Acts 2020, 2021.

Outcome/Goal

In an effort to enhance quality of life and in response to COVID-19, public WiFi services will assist residents in remaining connected to work and school.

Deliverables

The deliverables for this project are:

- 24 or 48 Port Switch – Meraki – MS225 or compatible equipment
- 8 Port Switch – Meraki – MS120 or compatible equipment
- Indoor AP - Meraki CW9164 or compatible equipment
- Outdoor AP – Meraki MR86 or compatible equipment
- Content Filtering – Cisco Umbrella or compatible equipment
- Firewall – Meraki MX450 or Cisco Umbrella SIG with an ISR router or compatible equipment
- Cabling requirements including costs to run for AP and switches
- Rack equipment to mount gear
- All labor costs

Project Timeline and Budget:

Final schedule will be mutually determined by the City and selected firm. This project is funded by federal monies.

Submittal Requirements:

Responses must conform to the requirements set forth in this RFP, and include as follows:

- Cover letter identifying all firms proposed for the team, including contact information, such as mailing address, email address and phone number;
- Project understanding;
- Statement of Qualifications: Team organization, including professional resumes and identification of the lead consultant and project manager, key personnel, and the roles and responsibilities of all sub-consultants. Also designate who will be directly working with the City's Department of Information Technology (IT) and Urban Development staff;
- Statement of Relevant Work/Experience with referral contact information and links to published product(s).
- Project approach;
- Scope of Work;)
- Proposed deliverables;
- Proposed timeline;
- Proposed project budget;
- Identify whether any team member firms are, or will become, a qualified DBE firm, and describe the percentage of the overall project that will be assigned/subcontracted to said DBEs.
- Clearly identify any term of proposal that may deviate from submitted requirements and the benefits thereof.

All proposals, exhibits, responses, attachments, reports, charts, schedules, maps, and illustrations shall become the property of the City of Hattiesburg upon receipt.

Selection Criteria Process:

All proposals received will be reviewed by designated City staff from the Department of Urban Development and Information Technology, according to the selection criteria set forth in this RFQ. The following criteria will be the basis on which responses will be considered (in no particular order):

<i>Evaluation Criteria</i>	<i>Weight</i>
<i>Demonstrated Capacity (Past performance of firm on similar projects, as well as project manager and other team members; availability of consultant team members; extent of other completed projects of similar scope and magnitude).</i>	25
<i>Experience and qualifications of personnel assigned to perform the services</i>	20
<i>Proposed Scope of Work and Deliverables (Understanding of the assignment; quality of response to proposed work program deliverables).</i>	30
<i>Communications (Organization/completeness of response; writing skills, as shown through referenced work examples).</i>	10
<i>Work Product Examples (Quality, appearance, presentation, and applicability of referenced work examples).</i>	10
<i>DBE participation commitment (weighted by commitment level to DBEs)</i>	5
<i>Total</i>	100

Submission:

Final sealed proposals must be received by the City of Hattiesburg office of the City Clerk no later than 10:00 a.m. (Central Standard Time) local time on July 27, 2023. Late proposals will not be accepted nor considered.

All proposals must be sealed and clearly marked with the Proposer's name and labeled with "RFP: City of Hattiesburg WiFi Project." Proposers must allow sufficient lead-time to ensure receipt of their proposals by the time specified. The City of Hattiesburg will not be responsible for a carrier's failure to deliver. Three (3) copies of the complete proposal response must be delivered to the following:

Physical Address

Office of the City Clerk – 2nd Floor City Hall
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

OR

Mailing Address

Office of the City Clerk – 2nd Floor City Hall
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Schedule of Activities

Please note that dates are subject to change based on City of Hattiesburg needs.

Item

RFP Issue Date
Closing Date for Receipt of Proposals
Bid Openings
Discussions/Negotiations as Needed

Date

June 29, 2023
July 27, 2023, 10:00 am, CDT
July 27, 2023, 10:00 am, CDT
August 2, 2023

Any questions regarding this RFP, must be submitted in writing via email to cdbg@hattiesburgms.com before 4:00 p.m., Friday, July 7, 2023. Questions with responses will be emailed back to all interested parties no later than 4:00 p.m., Friday, July 14, 2023.

The City of Hattiesburg reserves the right to reject any or all Proposals, or any parts thereof, waive formalities, negotiate terms and conditions, and to select the consultant and service options that best meet the needs of the City of Hattiesburg. The project objective is to develop a corridor district covering two areas. It is expected that all vendors will be able to furnish satisfactory evidence that they have the ability, experience, and capital to enable them to complete this project

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

CITY CLERK

(SEAL)

Toby Barker, Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Kermas Eaton, City Clerk
Date: Tuesday, June 20, 2023
Re: Authorize publication of Notice of Public Hearing to present the draft HOME-American Rescue Plan (ARP) Allocation Plan and substantial amendment to the 2021 Annual Action Plan incorporating HOME-ARP.
File Number: 2023-402
Minute Book #

Summary

Authorize publication of Notice of Public Hearing to present the draft HOME-American Rescue Plan (ARP) Allocation Plan and substantial amendment to the 2021 Annual Action Plan incorporating HOME-ARP.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 20, 2023 City Council meeting for consideration.

NOTICE OF PUBLIC HEARING ON SUBSTANTIAL AMENDMENT TO FISCAL YEAR
(FY) 2021 ANNUAL ACTION PLAN FOR THE ALLOCATION OF HOME AMERICAN
RESCUE PLAN FUNDING (HOME-ARP)

The City of Hattiesburg, Mississippi will hold a public hearing, Tuesday, August 1, 2023, at 2: 00p.m at Jackie Dole Sherrill Community Center, 220 W. Front Street to discuss the proposed activities identified in the City's draft HOME-ARP Allocation Plan. The purpose of the hearing is to give the public an opportunity to provide comments on the proposed Substantial Amendment to the FY 2021 Action Plan for the allocation of the HOME American Rescue Plan (HOME-ARP) funding, with proposed recommendations. The City of Hattiesburg expects to receive \$1,075,484.00 in HOME-ARP funds appropriated under Section 3205 of the American Rescue Plan Act of 2021. There are a range of eligible activities including but not limited to rental housing, tenant-based rental assistance, supportive services, and non-congregate shelter. The proposed activities and funding recommendations to be undertaken, and described in the draft HOME-ARP Allocation Plan, are as follows:

<u>Activity</u>	<u>Location</u>	<u>Funding Recommendation</u>
Non-congregate Shelter	TBD	\$914,161.40
Administration (15% cap)	Community Development Division	\$161,322.60
HOME-ARP Allocation Total:		\$1,075,484.00

The draft HOME-ARP Allocation Plan and Substantial Amendment to the 2021 Action Plan will be available for review, Thursday, June 29, 2023, at www.hattiesburgms.com/community-development or at City Hall, first floor, Community Development Division, 200 Forrest Street, Hattiesburg, MS. Public Comments on the topic will be taken between August 2, 2023 – September 1, 2023.

The City will consider any comments or views of citizens, agencies or units of local government received in writing and orally at the Public Hearing scheduled for August 1, 2023. Written comments will additionally be accepted in the Community Development Division through September 1, 2023, 4:00p.m. A summary of any comments accepted will be attached to the final plan.

Comments related to this NOTICE may be mailed to City of Hattiesburg Community Development Division, P.O. Box 1898, Hattiesburg, MS 39403, or emailed to cdbg@hattiesburgms.com, or delivered to City Hall, First Floor, Urban Development/Community Development Division, 200 Forrest Street, Hattiesburg, MS 39401.

If you have any questions regarding this information, please contact the Department at (601) 545-1006. Anyone requiring special accommodation(s) in considering these proposals, providing related comments, or in attending the public hearing are encouraged to contact Community Development at (601) 554-1006 or email cdbg@hattiesburgms.com for arrangements in sufficient advance of the meeting.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

CITY CLERK

(SEAL)

Toby Barker, Mayor

PUBLISH Once in the Legal Section: Thursday, June 29,



Memorandum

To: Mayor Toby Barker and Members of City Council

From:

cc:

Date: Tuesday, June 20, 2023

Re: Approve plans and specifications for Fire Station #7 Re-Roof Project; Authorize advertisement for bids for same.
File Number: 2023-408
Minute Book #

Summary

Recommendation Statement

Please place this on the June 20, 2023 City Council meeting for consideration.



FIRE STATION #7 RE-ROOF
CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI

CN 23-3982

06/09/23

**PROJECT
MANUAL
SET NO**

SECTION 00 00 01 – INDEX TO SPECIFICATIONS

SECTION NUMBER	SECTION NAME	PAGES
DIVISION ZERO – PROCUREMENT AND CONTRACTING REQUIREMENTS		
00 00 00	SPEC COVER	1
00 01 01	PROJECT TITLE PAGE	1
00 01 07	INDEX TO SPECIFICATIONS	4
00 01 10	SEALS PAGE	2
00 01 15	LIST OF DRAWING SHEETS	3
00 11 13	ADVERTISEMENT FOR BIDS	1
00 21 13	INSTRUCTIONS TO BIDDERS	7
00 42 13	PROPOSAL FORM	4
00 52 13	CONTRACT FORMS	1
00 72 00	GENERAL CONDITIONS	42
00 73 00	SUPPLEMENTARY CONDITIONS	16
DIVISION ONE - GENERAL REQUIREMENTS		
01 10 00	SUMMARY	4
01 21 00	ALLOWANCES	3
01 23 00	ALTERNATES	2
01 25 13	PRODUCTS AND SUBSTITUTIONS	6
01 29 00	SCHEDULES, REPORTS, & PAYMENTS	2
01 33 00	SUBMITTALS	4
01 42 00	DEFINITIONS AND STANDARDS	4
01 45 29	QUALITY CONTROL SERVICES	3
01 50 00	TEMPORARY FACILITIES	6
01 77 00	PROJECT CLOSE-OUT	6
DIVISION TWO – EXISTING CONDITIONS		
02 41 19	SELECTIVE DEMOLITION	5
DIVISION SIX – WOOD, PLASTICS AND COMPOSITES		
06 10 00	ROUGH CARPENTRY – STICK FRAME CONSTRUCTION	8
DIVISION SEVEN - THERMAL AND MOISTURE PROTECTION		
07 21 00	INSULATION	3
07 41 13	METAL ROOF PANELS	8
07 50 01	ROOFING REMOVAL AND DECK PREPARATION	3
07 62 00	SHEET METAL FLASHING AND TRIM	6
07 92 00	JOINT SEALERS	6
TOTAL		161

SECTION 00 01 01 PROJECT TITLE PAGE

PROJECT MANUAL

1.01 Project Information

- A. Project Name: FIRE STATION #7 RE-ROOF
- B. Project Location: 46 PARKWAY BLVD, HATTIESBURG, MS, 39401
- C. Issue Date: 06/09/2023
- D. CN# 23-3982

1.02 Owner Information

- A. CITY OF HATTIESBURG
- B. 200 FORREST AVE
- C. HATTIESBURG, MISSISSIPPI 39401

1.03 Architect Information

- A. LANDRY LEWIS GERMANY ARCHITECTS, P.A.
- B. 5211 OLD HIGHWAY 11
- C. HATTIESBURG, MS 39402
- D. 601-271-7711
- E. www.llgarch.com
- F. Copyright 06/09/2023 All rights reserved.

END OF SECTION

SECTION 00 01 07 SEALS PAGE

DESIGN PROFESSIONALS OF RECORD

1.01 Architect:

- A. Responsible for Divisions 01-49 Sections except where indicated as prepared by other design professionals of record below.



1.02 Other Consultants

- A. NONE

END OF SECTION

SECTION 00 01 15 LIST OF DRAWING SHEETS

CONTRACT DRAWINGS

1.01 Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set, as modified by subsequent Addenda and Contract modifications:

- A. Titled: FIRE STATION #7 RE-ROOF
- B. Dated: 06/09/23

1.02 LIST OF DRAWINGS:

- A. Architect:
 - 1. Landry Lewis Germany Architects, P.A., 5211 Old Highway 11, Hattiesburg, MS 39402
 - 2. Responsible for:
 - a. COVER
 - A1.0 ROOF PLAN AND DETAILS
 - A1.1 EXISTING PHOTOGRAPHS
- B. Other Consultants
 - a. NONE

END OF SECTION

SECTION 00 11 13 ADVERTISEMENT FOR BIDS

At the option of the bidder, sealed bids, in duplicate and/or bids submitted electronically via www.llgarchplans.com will be received by CITY OF HATTIESBURG until **10:00 A.M. on AUGUST 3RD 2023**, at the CITY COUNCIL CHAMBERS AT CITY HALL, 200 FORREST STREET, HATTIESBURG, MS 39401 at which time and place they will be publicly opened and read for construction of the following project:

**FIRE STATION #7 RE-ROOF
CN#23-3982**

A single bid will be received for the complete project.

Bids may be submitted in person or, for those interested, bids can be electronically submitted at www.llgarchplans.com under the project name. Bid documents are available online for viewing and purchasing at www.llgarchplans.com. Purchased documents are non-refundable. Plan holders and bidders are required to log-in or register for a free account to view and order bid documents and to submit bids electronically. A valid email address is required for registration. Documents are available via paper copy or pdf. Any questions regarding website registration and online orders should be directed to plan house at (601) 336-6378.

The bid bond shall be payable unconditionally to **CITY OF HATTIESBURG**. Bids on the project must be received on or before the period scheduled for the project and no bid may be withdrawn after the scheduled closing time for the project, for a period of 45 days. All bids submitted must comply with requirements of title 31, chapter 3 (§31-3-1 et seq.) Of Mississippi code of 1972 as amended.

Award will be made based on the lowest and best bid received in accordance with title 31, chapter 7 (§31-7-13 et seq.) Of Mississippi code of 1972 as amended. The owner reserves the right to reject any and all bids and to waive informalities.

By: _____

Title: KERMAE EATON, CITY CLERK

CITY OF HATTIESBURG

Published:
JUNE 29, 2023
JULY 6, 2023

END OF SECTION

SECTION 00 21 13 INSTRUCTIONS TO BIDDERS

FORM OF INSTRUCTIONS TO BIDDERS

- 1.01 SEE AIA A701, INSTRUCTIONS TO BIDDERS following this document.
- 1.02 The instructions in this document amend or supplement the Instructions To Bidders and other provisions of the Bidding and Contract Documents.
- 1.03 RELATED DOCUMENTS
 - 1.03.A. Document 011000 - Summary.
 - 1.03.B. Document 001113 - Advertisement for Bids.
 - 1.03.C. Document 004213 - Proposal Form.
 - 1.03.D. Document 007300 - Supplementary Conditions:

MODIFICATIONS TO FORM OF INSTRUCTION TO BIDDERS

- 2.01 The following modifications to AIA A701, INSTRUCTIONS TO BIDDERS amend or supplement the Instructions To Bidders and other provisions of the Bidding and Contract Documents as follows;
- 2.02 ARTICLE 4 BIDDING PROCEDURES
 - 2.02.A. Add Subsection 4.2.1.1, "Each bid must be accompanied by the bidder's certified check or a bid bond, duly executed by the bidder as principal and having surety thereon, a surety company approved by the Owner and signed by an agent resident of Mississippi, in the amount of five percent (5%) of the bid. All bid bonds must be accompanied by an appropriate Power of Attorney designating the Mississippi Resident Agent."
 - 2.02.B. Add Subsection 4.3.1.1, "Bids shall be submitted as directed in Document 001113 - Advertisement For Bids. Bids may be submitted in person or, for those interested, bids can be electronically submitted at www.llgarchplans.com under the project name."
 - 2.02.C. Add Subsection 4.4.4, "After submission of the bid, but prior to the closing time of the bid opening the bidder may modify their sealed bid by indicating on the outside of the sealed bid envelope a deduction or add to the base bid or to any alternates which may be appropriate. The modification must be initialed by the bidder or bidders authorized representative and include the date and time of the modification. No bid modifications can be made by fax, e-mail or telephone."
- 2.03 ARTICLE 5 CONSIDERATION OF BIDS
 - 2.03.A. Add Subsection 5.3.3, "If the contract is awarded, the Owner shall give the apparent successful Bidder a Notice of Award within forty-five (45) calendar days after the date of the Bid opening."
 - 2.03.B. Add Subsection 5.3.4, "The contractors, if requested by the Owner, shall require all contractors that submit a Bid to submit a Proposed Project Schedule and Schedule of Values to the Architect/Engineer within seventy-two (72) hours of the bid opening. If the contract is bid per the Unit Price Form, then the submission of the Schedule of Values is not required."
 - 2.03.C. Add Subsection 5.3.5, "Where required by law, award will be made based on the Lowest and Best Bid received in accordance with Title 31, Chapter 7 (§31 7 13 et seq.) of

Mississippi Code of 1972 as amended. The Owner reserves the right to reject any and all bids and to waive informalities."

SUPPLEMENTARY INSTRUCTIONS

3.01 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

- 3.01.A. The successful bidder, upon his failure or refusal to execute and deliver the contract and bond required within ten days after he has received notice of the acceptance of his bid, will forfeit to the Owner as liquidated damages the security deposited with his bid.

3.02 PRE-BID CONFERENCE

- 3.02.A. A pre-bid conference may be held on a date and time to be specified by Addendum. Present will be the Architect, Mechanical and Electrical Engineers, representatives of the Owner relative to administration and maintenance. General Contractors as well as Mechanical, Electrical and other sub-contractors are encouraged to attend.

END OF SECTION

AIA® Document A701® – 2018

Instructions to Bidders

for the following Project:
(Name, location, and detailed description)

Fire Station #7 ReRoof
46 Parkway Blvd
Hattiesburg, Mississippi 39402
CN 23-3982

THE OWNER:

(Name, legal status, address, and other information)

City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

THE ARCHITECT:

(Name, legal status, address, and other information)

Landry Lewis Germany Architects, P.A.
5211 Old Highway 11
Hattiesburg, Mississippi 39402

TABLE OF ARTICLES

- | | |
|---|--|
| 1 | DEFINITIONS |
| 2 | BIDDER'S REPRESENTATIONS |
| 3 | BIDDING DOCUMENTS |
| 4 | BIDDING PROCEDURES |
| 5 | CONSIDERATION OF BIDS |
| 6 | POST-BID INFORMATION |
| 7 | PERFORMANCE BOND AND PAYMENT BOND |
| 8 | ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS |

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Paragraphs deleted)

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

VIA email - shane@llgarch.com

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Paragraphs deleted)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

As indicated in the Advertisement/Invitation for Bids

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted.

(Paragraphs deleted)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(Paragraphs deleted)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)

.5 Drawings

Number	Title	Date
Section 00 01 15	List of Drawing Sheets	06/09/23

.6 Specifications

Section	Title	Date
Index 00 00 01	Index to Specifications	06/09/23

.7 Addenda:

Number	Date	Pages
To be determined		

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

[] The Sustainability Plan:

Title	Date	Pages
-------	------	-------

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents listed below:
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

SECTION 00 42 13 PROPOSAL FORM

PROPOSAL OF (hereinafter called "Bidder"),

Firm Name: _____ ,

Operating as a _____ (corporation/ partnership/ individual)

Doing (State) Business as _____ .

FOR CITY OF HATTIESBURG, (hereinafter called "Owner").

The Bidder, in compliance with your Advertisement for Bids for the construction of THE FOLLOWING PROJECT:

FIRE STATION #7 RE-ROOF

and having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the Architect and to substantially complete the project within THE FOLLOWING consecutive calendar days; _____ **(bidder insert days)**.

Bidder acknowledges receipt of the following addenda:

No. _____, No. _____, No. _____

No. _____, No. _____, No. _____

BASE BID: Bidder agrees to perform all of the General, Mechanical, and Electrical Construction, and all other work shown on drawings or specified herein for the sum of:

_____,
\$ _____

Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

ALTERNATE PROPOSALS: Refer to Section 012300 ALTERNATES. The following alternates which modify the scope of the work per Section 011100 may be selected by the Owner as it determines such to be in its best interest:

Alternate No. 1: AWNING PANEL REPLACEMENT per Section 01 23 00

_____,
\$ _____

OWNERS RIGHTS:

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

BID SECURITY:

Enclosed is a bid bond signed by a Mississippi Agent or certified check payable to the Owner in the sum equal to at least five percent (5%) of the base bid. This sum is to become the property of the Owner in the event the contract, Contract Bond and Certificate of Insurance are not executed within ten (10) days of Notification of Bidder of acceptance of bid. These liquidated damages are for the delay and additional expense to the Owner.

BIDDER QUALIFICATIONS:

I certify that I meet all qualifications specified for this project, and that for Base Bids exceeding \$50,000.00 I possess a Mississippi Certificate of Responsibility valid for this project. Mississippi Certificate of Responsibility Number _____.

Note: when the bidder is a joint venture, the joint venture Mississippi Certificate of Responsibility Number is _____.

OR the joint venture member firms and their respective Mississippi Certificate of Responsibility Numbers are _____.

Bidder certifies that he is: **(initial)**

a Mississippi Resident Contractor _____

OR a Non Resident Contractor _____

When a non resident contractor submits a bid for a Mississippi public project, he shall attach thereto a copy of his resident State's current law pertaining to such State's treatment of non resident contractor as required by Title 31, Chapter 3 - 31-3-21 (3) of the Mississippi Code of 1972 as amended.

(SEE NEXT PAGE)

ACCEPTANCE

I agree to hold this proposal open for acceptance for 45days after the bid date and certify that
I am authorized to enter my firm into a binding contract if this proposal is accepted.

SIGNATURE

Signed: _____ Date: _____ .

Printed Name: _____ .

Title: _____ .

Firm: _____ .

(Exact name of firm corresponding to Mississippi Certificate of Responsibility Number and
Bid Bond as applicable and as it is to appear in a contract).

Address: _____ .

City/State/Zip: _____ .

Office: (____) _____ Cell: (____) _____

END OF PROPOSAL - END OF SECTION

SECTION 00 50 00 CONTRACT FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.01 AGREEMENT AND CONDITIONS OF THE CONTRACT

- A. The Agreement form is AIA A101.
- B. The General Conditions form is AIA A201.
- C. Power of Attorney: Attorneys in fact who sign contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

1.02 FORMS

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in Contract Documents.
- B. Bond Forms:
 - 1. Bid Bond Form: AIA A310.
 - 2. Performance and Payment Bond Form: AIA A312. Bond shall include payment of taxes.
- C. Post-Award Certificates and Other Forms:
 - 1. Schedule of Values Form: AIA G703.
 - 2. Application for Payment Forms: AIA G702 with AIA G703 (for Contractors).
- D. Clarification and Modification Forms:
 - 1. Architect's Supplemental Instructions Form: AIA G710.
 - 2. Construction Change Directive Form: AIA G714.
 - 3. Change Order Form: AIA G701.

1.03 REFERENCE STANDARDS

- A. AIA A101 - Standard Form of Agreement Between Owner and Contractor where the basis of Payment is a Stipulated Sum 2017.
- B. AIA A201 - General Conditions of the Contract for Construction 2017.
- C. AIA A310 - Bid Bond 2010.
- D. AIA A312 - Performance Bond and Payment Bond 2010.
- E. AIA G701 - Change Order 2017.
- F. AIA G702 - Application and Certificate for Payment 1992.
- G. AIA G703 - Continuation Sheet 1992.
- H. AIA G704 - Certificate of Substantial Completion 2017.
- I. AIA G710 - Architect's Supplemental Instructions 2017.
- J. AIA G714 - Construction Change Directive 2017.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 00 72 00 GENERAL CONDITIONS

FORM OF GENERAL CONDITIONS

- 1.01 Document A-201, issued by the American Institute of Architects, 2017 edition, relates to the work of this project and is hereby made part of this Contract, a copy of which follows.
- A. The Contractor is hereby specifically directed, as a condition of the Contract, to obtain the necessary number of copies of Document A 201, to acquaint himself with the Articles contained therein and to notify and apprise all subcontractors, suppliers, and any other parties to the contract or individuals or agencies engaged on the work as to its contents.
 - B. No contractual adjustments shall be due or become exigent as a result of failure on the part of the contractor to fully acquaint himself and all other parties to the contract with the conditions of Document A 201.

RELATED REQUIREMENTS

- 2.01 SECTION 007300 - Supplementary Conditions.
- 2.02 SECTION 014216 - Definitions.

SUPPLEMENTARY CONDITIONS

- 3.01 REFER TO DOCUMENT 007300 - Supplementary Conditions FOR AMENDMENTS TO THESE GENERAL CONDITIONS.

END OF SECTION

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Fire Station #7 ReRoof
46 Parkway Blvd
Hattiesburg, Mississippi 39401
CN 22-3982

THE OWNER:

(Name, legal status and address)

City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

THE ARCHITECT:

(Name, legal status and address)

Landry Lewis Germany Architects, P.A.
5211 Old Highway 11
Hattiesburg, Mississippi 39402

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	OWNER
3	CONTRACTOR
4	ARCHITECT
5	SUBCONTRACTORS
6	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7	CHANGES IN THE WORK
8	TIME
9	PAYMENTS AND COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

Init.

14 **TERMINATION OR SUSPENSION OF THE CONTRACT**

15 **CLAIMS AND DISPUTES**

Init.

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User Notes:

(927419765)

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

Access to Work

3.16, 6.2.1, **12.1**

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval
13.4.4

Certificates of Insurance
9.10.2

Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of

7.2.1

CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of

15.1.1

Claims, Notice of
1.6.2, 15.1.3

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4

Claims and Timely Assertion of Claims
15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

Concealed or Unknown Conditions, Claims for 3.7.4

Claims for Damages

3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration
15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

Commencement of the Work, Definition of
8.1.2

Communications

3.9.1, **4.2.4**

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND 9

Completion, Substantial

3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, 6

Construction Change Directive, Definition of
7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.4

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**

Contract Sum, Definition of

9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, 6.1.2

Contractor's Construction and Submittal Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**

Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work
(See Defective or Nonconforming Work)

Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1
Guarantees (See Warranty)

Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1

Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3

Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2

Insurance, Owner's Liability
11.2

Insurance, Property
10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials
9.3.2

INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest
13.5

Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2

Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5

Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1

Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, 12.3

Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2, 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, 15.1.3, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, 2.2, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.2.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

Owner's Right to Perform Construction and to Award Separate Contracts

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, 1.5, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, 9.9

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, 9.3, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, 9.7, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, 9.10, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Payments, Progress

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, 11.1.2

Permits, Fees, Notices and Compliance with Laws

2.3.1, 3.7, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, 3.12, 4.2.7

Progress and Completion

4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, 9.6, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Project, Definition of
1.1.4
Project Representatives
 4.2.10
Property Insurance
 10.2.5, **11.2**
Proposal Requirements
 1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
 1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
 4.2.6, 12.2.1
Releases and Waivers of Liens
 9.3.1, 9.10.2
Representations
 3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
 2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
 3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
 9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field
Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and
Architect
 3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples
by Contractor
 3.12
Rights and Remedies
 1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
 12.2.4, **13.3**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
 15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
 3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
 3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors
 1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
 3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
 3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
 3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
 4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
 1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
 15.1.2, 15.4.1.1
Stopping the Work
 2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
 6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
 1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
 3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8,
 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
 3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
 6.1.1, **11.3**
Substances, Hazardous
10.3
Substantial Completion
 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2,
 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
 5.2.3, 5.2.4
Substitution of Architect
 2.3.3
Substitutions of Materials
 3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2

Subsurface Conditions

3.7.4

Successors and Assigns

13.2

Superintendent

3.9, 10.2.6

Supervision and Construction Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

Surety

5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7

Surety, Consent of

9.8.5, 9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

Suspension by the Owner for Convenience

14.3

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

Taxes

3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor

14.1, 15.1.7

Termination by the Owner for Cause

5.4.1.1, 14.2, 15.1.7

Termination by the Owner for Convenience

14.4

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, 13.4

TIME

8

Time, Delays and Extensions of

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4

Time Limits on Claims

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK

12

Uncovering of Work

12.1

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site

3.13, 6.1.1, 6.2.1

Values, Schedule of

9.2, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, 15.1.7

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, 15.1.7

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

Waivers of Subrogation

6.1.1, 11.3

Warranty

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2

Weather Delays

8.3, 15.1.6.2

Work, Definition of

1.1.3

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

SECTION 00 73 00 SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.01 INTRODUCTION

- A. The following supplements modify the “General Conditions of the Contract for Construction”, AIA Document A201-2017. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

1.02 ARTICLE 1 GENERAL PROVISIONS

- A. §1.1.7 Instruments of Service
 - 1. Add the following Sections:
 - a. §1.1.7.1 The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.
- B. §1.2 Correlation and Intent of the Contract Documents
 - 1. Add the following Sections after Section 1.2.2:
 - a. §1.2.2.1 In the case of conflicts or discrepancies between Drawings and Division 2-50 of the Specifications or within or among the Contract Documents and not clarified by addendum, the Architect will determine which takes precedence in accordance with Sections 4.2.11, 4.2.12, and 4.2.13. Interpretations will be based on the following priorities:
 - 1) .1 Modifications
 - 2) .2 The Agreement
 - 3) .3 Addenda, with those of later date having precedence over those of earlier date
 - 4) .4 The Supplementary Conditions
 - 5) .5 The General Conditions of the Contract for Construction
 - 6) .6 Division 1 of the Specifications
 - 7) .7 Drawings and Divisions 2-50 of the Specifications
 - 8) .8 Other Documents specifically enumerated in the Agreement as part of the Contract Documents
- C. §1.7 Digital Data Use and Transmission
 - 1. Add the following Sections:
 - a. §1.7.1 Contractor’s Use of Instruments of Service in Electronic Form.
 - b. §1.7.1.1 The Architect may, with the concurrence of the Owner, furnish to the Contractor versions of instruments of Service in electronic form. The Contract Documents executed or identified in accordance with Subparagraphs 1.1.2 and 1.1.7 shall prevail in case of an inconsistency with versions made through electronic operations involving computers.

- c. §1.7.1.2 The Contractor shall not transfer or reuse instruments of Service in electronic form without prior written consent of the Architect.
 - D. Add Section §1.9 Periodic Meetings
 - 1. Add the following Sections:
 - a. §1.9.1 Representatives of the Owner, Contractor and Architect shall meet periodically at mutually agreed-upon intervals for the purpose of establishing procedures to facilitate cooperation, communication and timely responses among the participants.
 - b. §1.9.2 By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.
- 1.03 ARTICLE 2 OWNER
 - A. §2.3 Information and Services Required of the Owner
 - 1. Delete §2.3.6 and substitute the following:
 - a. §2.3.6 The Owner shall furnish the Contractor one set of PDF Contract Documents. Additional contract documents may be provided from on hand copies produced and returned during the bidding process. The Contractor may purchase additional copies or print the pdf documents at his own expense.
- 1.04 ARTICLE 3 CONTRACTOR
 - A. §3.2 Review of Contract Documents and Field Conditions by Contractor
 - 1. Add the following Section:
 - a. §3.2.5 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation. Reimbursements may be funds retained in the Contractor's Application for Payment.
 - B. §3.4 Labor and Materials
 - 1. Add the following after Section 3.4.2:
 - a. §3.4.2.1 After the Contract has been executed, the Owner and the Architect will consider requests for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications). By making requests for substitutions, the Contractor:
 - 1) .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all aspects to that specified.

- 2) .2 represents that the Contractor will provide the same warranty for the substitution as the Contractor would have provided for the product specified.
 - 3) .3 certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
 - 4) .4 shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
 - b. §3.4.2.2 The Owner shall be entitled to reimbursement from the Contractor amounts paid to the Architect for reviewing the Contractor's proposed substitutions and to make agreed-upon changes in the Drawings and Specifications resulting from such Substitutions. Reimbursements may be funds retained in the Contractor's Application for Payment.
- C. §3.8 Allowances
 1. Delete §3.8.2.2 and substitute the following:
 - a. §3.8.2.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; except that if installation is included as part of the allowance in Division 1-50 of the Specifications, the installation and labor costs for greater or lesser quantities of Work shall be determined in accordance with Article 7;
- D. §3.9 Superintendent
 1. Delete §3.9.2 and substitute the following:
 - a. §3.9.2 The Contractor, as soon as practicable after award of the Contract, but no later than the preconstruction conference, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.
 2. Delete §3.9.3 and substitute the following:
 - a. §3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.
 3. Add the following Section:
 - a. §3.9.4 The Contractor shall employ a superintendent or an assistant to the superintendent who will perform as a coordinator for mechanical and electrical Work. The coordinator shall be knowledgeable in mechanical and electrical

systems and capable of reading, interpreting and coordinating Drawings, Specifications, and shop drawings pertaining to such systems. The coordinator shall assist the Subcontractors in arranging space conditions to eliminate interference between the mechanical and electrical systems and other Work and shall supervise the preparation of coordination drawings documenting the spatial arrangements for such systems within restricted spaces. The coordinator shall assist in planning and expediting the proper sequence of delivery of mechanical and electrical equipment to the site. Space priorities within restricted areas shall be: (1) mechanical systems, (2) plumbing systems, (3) fire sprinkler piping systems.

E. §3.12 Shop Drawings, Product Data and Samples

1. Add the following Section:
 - a. §3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittal. The Owner is entitled to obtain reimbursement from the Contractor amounts paid to the Architect for evaluation of additional resubmittals. Reimbursements may be funds retained in the Contractor's Application for Payment.

1.05 ARTICLE 4 ARCHITECT

A. §4.2 Administration of the Contract

1. Add the following after Section 4.2.2:
 - a. §4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work. Reimbursements may be funds retained in the Contractor's Application for Payment.
2. Add the following after Section 4.2.14:
 - a. §4.2.14.1 Contractor's request for information shall be prepared and submitted in accordance with Division 1 "General Requirements" sections on AIA Document G716-2004. The Architect will return without action requests for information that does not conform to requirements of the Contract Documents.

1.06 ARTICLE 5 SUBCONTRACTORS

A. §5.2 Award of Subcontracts and Other Contracts for Portions of the Work

1. Add the following Section:
 - a. §5.2.5 Not later than twenty-one days after the date of commencement of the Work, the Contractor shall furnish in writing to the Owner through the Architect the names of persons or entities proposed as subcontractors, manufacturers, fabricators, material suppliers, equipment suppliers, and systems for the products, identified in the General Requirements (Division 1 of the Specifications).

1.07 ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

A. §6.1 Owner's Right to Perform Construction and to Award Separate Contracts

1. Add the following Section:

- a. §6.1.5 The Contractor, including his subcontractors, shall keep informed of the progress and the detailed work of the Owner or other Contractors and shall immediately notify the Architect of lack of progress or delays by other Contractors which are affecting Contractor's Work. Failure of Contractor to keep informed of the progress of the work of the Owner or other Contractors and / or failure of Contractor to give notice of lack of progress or delays by the Owner or other Contractors shall be deemed to be acceptance by Contractor of the status of progress by other Contractors for the proper coordination and completion of Contractor's Work. If, through acts or neglect on the part of the Contractor, the Owner or any other Contractor or subcontractor shall suffer loss or damage or assert any claims of whatever nature against the Owner, the Contractor shall defend, indemnify and hold harmless the Owner from any such claims or alleged damages, and the Contractor shall resolve such alleged damages or claims directly with the other Contractors or subcontractors.

1.08 ARTICLE 7 CHANGES IN THE WORK

A. §7.1 General

1. Add the following Section:

- a. §7.1.4 The combined overhead and profit included in the total cost to the Owner of a change in the Work shall be based on the following schedule:
 - 1) .1 For the Contractor, the Work performed by the Contractor's own forces, fifteen percent of the cost.
 - 2) .2 For the Contractor, for Work performed by the Contractor's Subcontractors, five percent of the amount due the Subcontractor.
 - 3) .3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, ten percent of the cost.
 - 4) .4 For each Subcontractor involved, for Work performed by the Subcontractor's Sub-subcontractor, ten percent of the amount due the Sub-subcontractor.
 - 5) .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.4.
 - 6) .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over Five Hundred Dollars be approved without such itemization.

1.09 ARTICLE 8 TIME

A. §8.2 Progress and Completion

1. Delete §8.2.1 and substitute the following:

- a. §8.2.1 Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work and that the Contractor is fully capable of properly completing the work within the Contract time.

B. §8.3 Delays and Extension of Time

1. Delete §8.3.1 and substitute the following:

- a. §8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine. However, to the fullest extent permitted by law, and notwithstanding any other provisions in the Contract Documents, the Owner, and the Architect and their agents and employees shall not be liable for any damage for delay whether for direct or indirect costs, extended home office overhead, idle or inefficient labor or equipment, cost escalations or monetary claims of any nature arising from or attributable to delay by any cause whatsoever. The Contractor's sole and exclusive right and remedy for delay by any cause whatsoever is an extension of the Contract Time but no increase in the Contract Sum.

2. Delete §8.3.2 and substitute the following:

- a. §8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15. Any delay, interference, hindrance or disruption, from whatever source or cause, in the progress of the Contractor's Work shall be a basis for an extension of time unless the delay, interference hindrance or disruption is (1) the fault and the responsibility of the Contractor, its subcontractors and suppliers and (2) directly affects the overall completion of the Work as reflected on the critical path of the updated Construction Schedule. The contractor expressly agrees that the Owner shall have the benefit of any float in the construction schedule and delay in construction activities which do not affect the overall completion of the work does not entitle the Contractor to any extension in the Contract Time.
 - 1) .1 Any claims by the Contractor for an increase in Contract Time must follow the procedures and limits set forth in Article 15 "Claims and Disputes" including, but not limited to the requirement that the Contractor give notice of any claim for extension in Contract Time within twenty-one (21) days after occurrence of the event giving rise to such claim.

3. Add the following Sections:

- a. §8.3.4 This provision specifies the procedure for the determination of time extensions for unusually severe weather. In order for the Owner and Architect to award a time extension under this clause, the following conditions must be satisfied:
 - 1) .1 The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during the time allotted to achieve Substantial Completion.
 - 2) .2 The unusually severe weather must actually cause a delay in the completion of the project. The delay must be beyond the control and without the fault of negligence of the contractor.
- b. §8.3.5 The schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for weather time evaluations. The Contractor's activity durations for inclusion in the progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.
- c. §8.3.6 Monthly anticipated adverse weather delay workdays based on five (5) day work week, unless Contractor stipulates a different work schedule prior to Notice to Proceed.
- d. §8.3.7 Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor shall record on the daily report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on the overall projects' critical activities for 50 percent or more of the contractor's scheduled workday. The number of actual adverse weather days shall include days impacted by adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 8.3.5 above, the Owner and the Architect will convert any qualifying delays to calendar days giving full consideration for equivalent fair weather workdays and issue a modification in accordance with the contract.

1.10 ARTICLE 9 PAYMENTS AND COMPLETION

A. §9.3 Applications for Payment

- 1. Delete §9.3.1 and substitute the following:
 - a. §9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents. The form of

Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702™-1992, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703™-1992, Continuation Sheet.

2. Add the following after Section 9.3.1.2:
 - a. §9.3.1.3 Until final payment, the Owner will hold retainage in the amount of five percent (5%) and the amount retained by the prime contractor from each payment due the subcontractor shall not exceed the percentage withheld by the owner from the prime contractor. On contracts of which the total amount is Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater, or on any contract with a subcontract, regardless of amount, five percent (5%) shall be retained until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the architect's and/or engineers opinion, at which time fifty percent (50%) of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. Provided, however, that future retainage shall be withheld at the rate of two and one-half percent (2 ½ %).
 - b. §9.3.1.4 The full contract retainage may be reinstated if the manner of completion of the work and its progress do not remain satisfactory to the Architect.
 - c. §9.3.1.5 The contractors shall submit with each Application for Payment a monthly certification to the project architect listing subcontractors and payments to those subcontractors paid by funds received from the prior Application for Payment. This certification shall be submitted on a form entitled "Affidavit Certifying Payment To All Subcontractors" and will be provided to the contractor by the architect.

B. §9.8 Substantial Completion

1. Add the following after Section 9.8.3:
 - a. §9.8.3.1 The Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for additional inspections. Reimbursements may be funds retained in the Contractor's Application for Payment.

C. §9.10 Final Completion and Final Payment

1. Add the following after Section 9.10.1:
 - a. §9.10.1.1 The Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for additional inspections. Reimbursements may be funds retained in the Contractor's Application for Payment.

D. Add Section §9.11 Liquidated Damages:

1. Add the following Sections:
 - a. §9.11.1 It is hereby understood and mutually agreed, by and between the contractor and the Owner, that the date of beginning, rate of progress, and the time of completion of the work to be done hereunder are essential conditions of this contract, and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the work order.
 - b. §9.11.2 The contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure substantial completion thereof within the time specified. It is expressly understood and agreed by and between the contractor and the Owner, that the time of completion of the work described herein is a reasonable time for the completion of same, taking into consideration the average climactic range and usual industrial conditions, prevailing in this locality.
 - c. §9.11.3 If the said contractor shall neglect, fail or refuse to complete the work within the time herein specified, then the contractor does hereby agree as a part of the consideration for the awarding of this contract to pay to the Owner the amount specified herein, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the contract shall be in default after the time stipulated for completing the work.
 - d. §9.11.4 The said amount is fixed and agreed upon by and between the contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amounts shall be retained from time to time by the Owner from current periodical estimates.
 - e. §9.11.5 It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever. Where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to unforeseeable cause beyond the control and without the fault of the contractor, including, but not restricted to, extreme acts of God, or the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, and quarantine restrictions: provided; however, that the contractor shall, within seven (7) days from the beginning of such delay, notify the Owner, in writing of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the contractor within a reasonable time of its decision in the matter.
 - f. §9.11.6 The contractor is familiar with the weather in the area; therefore, contractor has considered and computed weather in contractor's calculation of time necessary to complete this contract within the specified calendar days and accordingly agrees that rain, dryness, heat or cold will not be a basis for

extension of the completion date, unless otherwise stipulated in the Contract Documents.

- g. §9.11.7 It is agreed and understood that the project be substantially complete on or before the time set forth on the Contractor's proposal form commencing on a date set forth in a notice to proceed from the Architect to the Contractor. If the said contractor shall neglect, fail or refuse to complete the work within the time specified herein, then the contractor shall pay to the Owner the sum of \$500.00 for each and every calendar day after the time stipulated herein for the substantial completion of the work and the Owner may deduct the said sum of \$500.00 per day from any balance due the contractor, as liquidated damages for loss and default as herein set forth, as herein set forth, which daily sum is agreed to be a reasonable sum for liquidated damages for this project.

1.11 ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

A. §10.2 Safety of Persons and Property

- 1. Add the following after Section 10.2.4:
 - a. §10.2.4.1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner reasonable advance notice in writing.

1.12 ARTICLE 11 INSURANCE AND BONDS

A. §11.1 Contractor's Insurance and Bonds

- 1. Add the following after Section 11.1.1:
 - a. §11.1.1.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:
 - 1) .1 General Liability (Commercial General Liability Including XCU):
 - a) General Aggregate: \$1,000,000 Aggregate.
 - b) Products & Completed Operations: \$1,000,000 Aggregate.
 - c) Personal & Advertising Injury: \$500,000 Per Occurrence.
 - d) Bodily Injury & Property Damage: \$500,000 Per Occurrence.
 - e) Fire Damage Liability: \$50,000 Per Occurrence.
 - f) Medical Expense: \$5,000 Per Person.
 - 2) .2 Owners & Contractors Protective Liability:
 - a) Bodily Injury and Property Damage: \$1,000,000 Aggregate
 - b) Bodily Injury & Property Damage: \$500,000 Per Occurrence
 - 3) .3 Automobile Liability (Owned, Non-owned & Hired Vehicles):
 - a) Contractor Insurance Option Number 1:
 - 1. Bodily Injury and Property Damage (Combined Single Limit):\$500.000 Per Occurrence.
 - b) Contractor Insurance Option Number 2:
 - 1. Bodily Injury: \$250,000 Per Person.,

2. Bodily Injury: \$500,000 Per Accident.,
3. Property Damage: \$100,000 Per Occurrence.
- 4) .4 Excess Liability (Umbrella on projects over \$500,000):
 - a) Bodily Injury & Property Damage (Combined Single Limit):
\$1,000,000 Aggregate
- 5) .5 Workers' Compensation: (As Required by Statute)
- 6) .6 Employers' Liability:
 - a) Accident: \$100,000 Per Occurrence.
 - b) Disease: \$500,000 Policy Limit.
 - c) Disease: \$100,000 Per Employee.
- 7) .7 Property Insurance:
 - a) General Builder's Risk: Equal to Value of Work.
- b. §11.1.1.2 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 - 1) .1 Premises Operations (including X, C and U coverages as applicable).
 - 2) .2 Independent Contractors' Protective
 - 3) .3 Products and Completed Operations.
 - 4) .4 Personal Injury Liability with Employment Exclusion deleted
 - 5) .5 Contractual, including specified provision for Contractor's obligation under paragraph 3.18.2 Owned, non-owned and hired motor vehicles.
 - 6) .6 Broad Form Property Damage including Completed Operations.
- c. §11.1.1.3 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.
- d. §11.1.1.4 If this insurance is written on a Commercial General Liability policy form, the certificates shall be ACORD form 25-S, completed and supplemented in accordance with AIA Document G715™-1991, Instruction Sheet and Supplemental Attachment for ACORD Certificate of Insurance 25-S.
- e. §11.1.1.5 Performance Bond and Payment Bond:
 - 1) .1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum.
 - 2) .2 The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of

intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

- 3) .3 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

B. §11.2 Owner's Insurance

1. Delete §11.2.1 and substitute the following:
 - a. §11.2.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.
2. Add the following Sections:
 - a. §11.2.1.1 If the Owner is damaged by the failure of the Contractor to purchase and maintain such insurance without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs attributable thereto.
3. Delete §11.2.2 and substitute the following:
 - a. §11.2.2 Failure to Purchase Required Property Insurance. If the Contractor fails to purchase and maintain the required property insurance, with all the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, The Contractor shall inform the Owner in writing prior to commencement of the Work. Upon receipt of notice from the Contractor, the Owner may delay commencement of the Work and may obtain insurance that will protect the interests of the parties and deduct costs of insurance from contract by change order. If the Owner is damaged by the failure of the Contractor to purchase and maintain such insurance without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs attributable thereto.
4. Delete §11.2.3 and substitute the following:
 - a. §11.2.3 Notice of Cancellation or Expiration of Contractor's Required Property Insurance. The Contractor shall provide written notice of any cancellation or expiration of coverages required at least 30 days prior to any lapse in coverage event. Failure to notify Owner of any lapse in coverage event is the sole responsibility of the Contractor and any damages to the Owner or the Property shall be the Contractor's responsibility to bear all costs. Such notice requirement shall appear on the policy coverages page.
5. Delete §11.4 in its entirety.
6. Delete §11.5 in its entirety.

1.13 ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

A. §12.2 Correction of Work:

1. Add the following after Section 12.2.2.3:
 - a. §12.2.2.4 Upon request by the Owner and prior to the expiration of one year from the date of Substantial Completion, the Architect will conduct, and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

1.14 ARTICLE 15 CLAIMS AND DISPUTES

A. §15.1.6 Claims for Additional Time

1. Delete §15.1.6.2 and substitute the following:
 - a. §15.1.6.2 Unusually Adverse Weather Delays:
 - 1) .1 The Contractor shall anticipate delays in the progress of the Work, due to adverse weather, during the stipulated Contract Time in the amount of days published in recognized official data. If documented evidence (from recognized official data) indicates weather delays in excess of this amount, then they shall be declared as unusually adverse weather and then the Contractor may be granted an Extension of Time for each Work Day, in excess of the normal days, in which the weather prevented work on the Project Site for fifty (50) percent or more of the Contractor's "Normal Work Day", but only if such prevented work was critical to the timely completion of the project.
 - 2) .2 Contractor's "Normal Workday" shall be defined on the basis of Hours Per Day/Days Per Week as stated by the Contractor at the beginning of the Project. Example: If the Contractor indicates that his "normal" (regular) schedule is a 6-Day Work Week, meaning Monday through Saturday, then a rain on Sunday (since not a scheduled Workday) will not necessarily delay the Work of the Project. However, site conditions, as a result of the rain, could partially or fully prevent scheduled outside work on Monday (and thereafter) thereby making the Contractor eligible to apply for a Weather Delay Extension of Time on the basis of the conditions stated in the paragraph above.

2. Add the following Sections:
 - a. §15.1.6.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.
 - b. §15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

B. §15.1.7 Waiver of Claims for Consequential Damages

1. Delete §15.1.7 and substitute the following:
 - a. §15.1.7 Waiver of Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. If, before expiration of 30 days from the date of execution for this agreement, the Owner obtains by separate agreement and furnishes to the Contractor a similar mutual waiver of all claims from the Architect against the Contractor for consequential damages which the Architect may incur as a result of any act or omission of the Owner or Contractor, then the waiver of consequential damages by the Owner and Contractor contained in this subparagraph 15.1.7 shall be applicable to claims by the Contractor against the Architect. This mutual waiver includes:
 - 1) .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
 - 2) .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising from the Work.
- C. Delete §15.3 Mediation in its entirety including all subsections.
- D. Delete §15.4 Arbitration in its entirety including all subsections.
- E. Add Section §15.3 Resolution of Claims and Disputes
 1. Add the following Sections:
 - a. §15.3.1 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect's decision will be made within seven days. After receipt of the Architect's decision, either party may file a claim in court for resolution of the dispute. However, any action or suit filed in court shall only be filed in the Chancery Court of the County of the Owner's principal place of business. In the event a legal action or suit is filed in a court other than the designated court, then the other party shall be entitled to have a case transferred to the designated court and be reimbursed for all attorney's fees and expenses incurred in transferring the case.
 - b. §15.3.2 Attorney's Fees: In the event of default or breach by any party hereto, the non-defaulting party shall have the right to enforce this contract and/or seek damages for its breach in the Courts of the county of the Owner's principal place of business. In addition to such other damages as may be provided herein or as may be proved by the non-defaulting party, the defaulting party shall be liable and responsible for all attorney's fees, court costs, expert witness fees or other out of pocket expenses incurred by the non-defaulting party as a result, directly or indirectly, of the breach or default by the defaulting party.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

A. END OF SECTION

SECTION 01 10 00 SUMMARY

PART 1 GENERAL

1.01 PROJECT IDENTIFICATION

- A. Project Name: FIRE STATION #7 RE-ROOF
- B. Owner's Name: CITY OF HATTIESBURG
- C. Architect's Name: LANDRY LEWIS GERMANY ARCHITECTS, P.A.
- D. Drawings and Project Manual dated: 06/09/23

1.02 ABBREVIATED WRITTEN SUMMARY

- A. Briefly, and without force and effect upon contract documents, work of contract can be summarized as follows:
 - 1. The work consists of the following scope of work:
 - a. Removal of an existing corrugated metal roof and replacement with a new standing seam metal roof, including removal and replacement of the entirety of the existing plywood sheathing, trim, flashings, and all roofing accessories.
 - b. Removal and replacement of all gutters, downspouts.
 - c. Removal and replacement of any damaged, wetted, or otherwise compromised batt insulation and wood framing, at the direction of the Architect. Contractor shall notify the Architect of the discovery of any damaged, wetted, or otherwise compromised building elements prior to covering up with new work.
 - d. Subject to the acceptance of alternates as specified; the removal and replacement of existing corrugated metal roof canopies, fasteners, flashing, and accessories to include removal, cleaning, and new installation of fasteners and sealants.
- B. Refer to the following Sections for additional information related to the scope of work.
 - 1. Allowances as described in Section 012100 - Allowances are included in the scope of the work.
 - 2. Alternates as described in Section 012300 - Alternates are included in the scope of the work.

1.03 OWNER OCCUPANCY

- A. Owner intends to occupy the facility during the duration of the Project.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

END OF SECTION

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
 - 1. Contingency allowances.

1.3 DEFINITIONS

- A. Allowance: A quantity of work or dollar amount included in the Contract, established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

1.4 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

1.5 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.6 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.

- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit. Limitations on allowable overhead and profit for contingency allowance are subject to the same limitations as Change Orders, specified elsewhere.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.7 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, required maintenance materials, and similar margins.
 - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.
- B. Submit claims for increased costs due to a change in the scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
 - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.
 - 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Contingency Allowance - Include a contingency allowance of **\$5,000.00** for use according to Owner's written instructions.
 - 1. The intention of this allowance shall be to address unforeseen conditions which may be discovered upon removal of the existing roof and sheathing. This allowance shall cover expenses related to the remediation of existing damage caused by leaks which clearly occurred prior to the award of the Contract. This may include the replacement of batt insulation, wood framing, drywall, ceiling tiles, or any element deemed unsuitable to remain.
 - 2. This allowance includes **material cost, receiving, handling, and installation, and Contractor overhead and profit**, subject to the approval of the Architect.

END OF SECTION 01 21 00

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include, as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation, whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other Work of the Contract.
- C. Schedule: A Part 3 "Schedule of Alternates" Article is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1: AWNING PANEL REPLACEMENT.

1. SCOPE OF WORK – Applies to ROOF AREAS R2, R3, AND R4 ONLY as indicated on the drawings.
2. REMOVE EXISTING METAL ROOFING, TRIM, FLASHING AND ACCESSORIES AND INSTALL NEW CLEAR-FINISHED CORRUGATED METAL PANELS TO MATCH EXISTING, INCLUDING ALL FLASHING, TRIM, AND ACCESSORIES. PROVIDE NEW SEALANT AND FASTENERS THROUGHOUT.
3. INSTALL NEW CORRUGATED METAL PANELS TO MATCH EXISTING IN STYLE AND PROFILE. PROVIDE SUBMITTALS FOR NEW PANELS EQUAL TO PRODUCTS MANUFACTURED BY MBCI, PBC PROFILE 26 GAGE SMOOTH FINISH IN GALVALUME PLUS.

END OF SECTION 012300

SECTION 01 25 13 - PRODUCTS AND SUBSTITUTIONS

PART 1 GENERAL

1.01 RELATED DOCUMENTS:

- 1.01.A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.02 DESCRIPTION OF REQUIREMENTS:

- 1.02.A. Definitions: "Products" is defined to include purchased items for incorporation into the work, regardless of whether specifically purchased for project or taken from Contractor's stock of previously purchased products. "Materials," is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, installed or applied to form units of work. "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, etc.). Definitions in this paragraph are not intended to negate the meaning of other terms used in contract documents, including "specialties," "systems," "structure," "finishes," "accessories," "furnishings," "special construction," and similar terms, which are self-explanatory and have recognized meanings in the construction industry.
- 1.02.B. Substitutions: The requirements for substitutions do not apply to specified Contractor options on products and construction methods. Revisions to contract documents, where requested by Owner, Architect or Engineer, are "changes" not "substitutions." Requested substitutions during bidding period, which have been accepted prior to Bid Date, are included in contract document and are not subject to requirements for substitutions as specified herein. Contractor's determination of and compliance with governing regulations and orders issued by governing authorities do not constitute "substitutions;" and do not constitute a basis for change orders, except as provided for in contract documents. Otherwise, Contractor's requests for changes in products, materials and methods of construction required by contract documents are considered requests for "substitutions," and are subject to requirements hereof.
- 1.02.C. Standards: Refer to Division-1 section "Definitions and Standards" for applicability of industry standards to products of project, and for acronyms used in text of specification sections.

1.03 QUALITY ASSURANCE:

- 1.03.A. Source Limitations: To the greatest extent possible for each unit of work, provide products, materials or equipment of a singular generic kind and from a single source.
- 1.03.B. Compatibility of Options: Where more than one choice is available as options for Contractor's selection of a product or material, select an option which is compatible with other products and materials already selected (which may have been from among options for those other products and materials). Total compatibility among options is not assured by limitations within contract documents, but must be provided by Contractor. Compatibility is a basic general requirement of product/material selections.

1.04 SUBMITTALS:

- 1.04.A. Requests for Substitutions: Submit 3 copies, fully identified for product or method being replaced by substitution, including related specification section and drawing number(s), and fully documented to show compliance with requirements for substitutions. Include product data/drawings, description of methods, samples where applicable, Contractor's detailed comparison of significant qualities between specified item and proposed substitution, statement of effect on construction time and coordination with other affected work, cost information or proposal, and Contractor's statement to the effect that proposed substitution will result in overall work equal-to-or-better-than work originally indicated.

1.05 PRODUCT DELIVER-STORAGE-HANDLING:

- 1.05.A. General: Deliver, handle and store products in accordance with manufacturer's recommendations and by methods and means which will prevent damage, deterioration, and loss including theft. Control delivery schedules to minimize long-term storage of products at site and overcrowding of construction spaces. In particular, provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other sources of loss.

1.06 WARRANTIES (GUARANTEES):

- 1.06.A. Categories of Specific Warranties: Warranties on the work are in several categories, including those of General Conditions, and including (but not necessarily limited to) the following specific categories related to individual units of work specified in sections of Divisions 2 through 16 of these specifications:
- 1.06.B. Special Project Warranty (Guarantee): A warranty specifically written and signed by Contractor for a defined portion of the work; and, where required, countersigned by subcontractor, installer, manufacturer or other entity engaged by Contractor.
- 1.06.C. Specified Product Warranty: A warranty which is required by contract documents, to be provided for a manufactured product incorporated into the work; regardless of whether manufacturer has published a similar warranty without regard for specific incorporation of product into the work, or has written and executed a special project warranty as a direct result of contract document requirements.
- 1.06.D. Coincidental Product Warranty: A warranty which is not specifically required by contract documents (other than as specified in this Section); but which is available on a product incorporated into the work, by virtue of the fact that manufacturer of product has published warranty in connection with purchases and uses of product without regard for specific applications except as otherwise limited by terms of warranty.
- 1.06.E. Refer to individual sections of Divisions 2 through 16 for the determination of units of work which are required to be specifically or individually warranted, and for the specific requirements and terms of those warranties (or guarantees).
- 1.06.F. General Limitations: It is recognized that specific warranties are intended primarily to protect Owner against failure of the work to perform as required, and against deficient, defective and faulty materials and workmanship, regardless of sources. Except as otherwise indicated, specific warranties do not cover failures in the work which result from: 1) Unusual and abnormal phenomena of the elements, 2) The Owner's misuse, maltreatment or improper maintenance of the work, 3) Vandalism after time of substantial completion, or 4) Insurrection or acts of aggression including war.

- 1.06.G. Related Damages and Losses: In connection with Contractor's correction of warranted work which has failed, remove and replace other work of project which has been damaged as a result of such failure, or must be removed and replaced to provide access for correction of warranted work.
- 1.06.H. Consequential Damages: Except as otherwise indicated or required by governing regulation, special project warranties and product warranties are not extended to cover damage to building contents (other than work of Contract) which occurs as a result of failure of warranted work.
- 1.06.I. Reinstatement of Warranty Period: Except as otherwise indicated, when work covered by a special project warranty or product warranty has failed and has been corrected by replacement or restoration, reinstate warranty by written endorsement for the following time period, starting on date of acceptance of replaced or restored work.
 - 1. A period of time ending upon date original warranty would have expired if there had been no failure.
- 1.06.J. Replacement Cost, Obligations: Except as otherwise indicated, costs of replacing or restoring failing warranted units or products is Contractor's obligation, without regard for whether Owner has already benefited from use through a portion of anticipated useful service lives.
- 1.06.K. Rejection of Warranties: Owner reserves the right, at time of substantial completion or thereafter, to reject coincidental product warranties submitted by Contractor, which in opinion of Owner tend to detract from or confuse interpretation of requirements of contract documents.
- 1.06.L. Contractor's Procurement Obligations: Do not purchase, subcontract for, or allow others to purchase or sub-subcontract for materials or units of work for project where a special project warranty, specified product warranty, certification or similar commitment is required, until it has been determined that entities required to countersign such commitments are willing to do so.

PART 2 PRODUCTS

2.01 GENERAL PRODUCT COMPLIANCE'S:

- 2.01.A. General: The compliance requirements, for individual products as indicated in contract documents, are multiple in nature and may include generic, descriptive, proprietary, performance, prescriptive, compliance with standards, compliance with codes, conformance with graphic details and other similar forms and methods of indicating requirements, all of which must be complied with. Also "allowances" and similar provisions of contract documents will have a bearing on selection process.
- 2.01.B. Procedures for Selecting Products: Contractor's options for selecting products are limited by contract document requirements, and governing regulations, and are not controlled by industry and governing regulations, and are not controlled by industry traditions or procedures experienced by Contractor on previous construction projects. Required procedures include, but are not necessarily limited to, the following for various indicated methods of specifying:

1. Single Product/Manufacturer Name: Provide product indicated, except advise Architect/Engineer before proceeding, where known that named product is not a feasible or acceptable selection.
 2. Two or More Product/Manufacturer Names: Provide one of the named products, at Contractor's option; but excluding products which do not comply with requirements. Do not provide or offer to provide an unnamed product, except where none of named products comply with requirements or are a feasible selection; advise Architect/Engineer before proceeding.
- 2.01.C. "Or Equal": Where named products in specifications text are accompanied by the term "or equal," or other language of similar effect, comply with those contract document provisions concerning "substitutions" for obtaining Architect's approval (by change order) to provide an unnamed product. "Named", except as otherwise indicated, is defined to mean manufacturer's name for product, as recorded in published product literature, of latest issue as of date of contract documents. Refer requests to use products of a later (or earlier) model to Architect for acceptance before proceeding.
- 2.01.D. Standards, Codes and Regulations: Where only compliance with an imposed standard, code or regulation is required, selection from among products which comply with requirements including those standards, codes and regulations, is Contractor's option.
- 2.01.E. Performance Requirements: Provide products which comply with specific performances indicated, and which are recommended by manufacturer (in published product literature or by individual certification) for application indicated. Overall performance of a product is implied where product is specified with only certain specific performance requirements.
- 2.01.F. Prescriptive Requirements: Provide products which have been produced in accordance with prescriptive requirements, using specified ingredients and components, and complying with specified requirements for mixing, fabricating, curing, finishing, testing and similar operations in manufacturing process.
- 2.01.G. Visual Matching: Where matching with an established sample is required, final judgment of whether a product proposed by Contractor matches sample satisfactorily is Architect's judgment. Where no product within specified cost category is available, which matches sample satisfactorily and complies with requirements, comply with contract document provisions concerning "substitutions" and "change orders" for selection of a matching product outside established cost category or, of a product not complying with requirements.
- 2.01.H. Visual Selection: Except as otherwise indicated, where specified product requirements include "...as selected from manufacturer's standard colors, patterns, textures..." or words of similar effect, the selection of manufacturer and basic product (complying with requirements) is Contractor's option, and subsequent selection of color, pattern and texture is Architect's selection. Where specified product requirements include "...as selected from standard colors, patterns, textures available within the industry...", or words to that effect, selection of product (complying with requirements, and within established cost category) is Architect's selection, including designation of manufacturer where necessary to obtain desired color, pattern or texture.

2.02 SUBSTITUTIONS:

2.02.A. Conditions: Contractor's request for substitution will be received and considered when extensive revisions to contract documents are not required and changes are in keeping with general intent of contract documents; when timely, fully documented and properly submitted; and when one or more of following conditions is satisfied, all as judged by Architect. Otherwise, requests will be returned without action except to record non-compliance with these requirements.

1. Where request is directly related to an "or equal" clause or other language of same effect in contract documents.
2. Where required product, material or method cannot be provided within Contract Time, but not as a result of Contractor's failure to pursue the work promptly or to coordinate various activities properly.
3. Where required product, material or method cannot be provided in a manner which is compatible with other materials of the work, or cannot be properly coordinated therewith, or cannot be warranted as required, or cannot be used without adversely affecting Owner's insurance coverage on completed work, or will encounter other substantial non-compliance's which are not possible to otherwise overcome except by making requested substitution, which Contractor thereby certifies to overcome such non-compatibility, non-coordination, non-warranty, non-insurability or other non-compliance as claimed.
4. Where required product, material or method cannot receive required approval by a governing authority, and requested substitution can be so approved.
5. Where substantial advantage is offered Owner, in terms of cost, time, energy conservation or other valuable considerations, after deducting offsetting responsibilities Owner may be required to bear, including additional compensation to Architect for redesign and evaluation services, increased cost of other work by Owner or separate contractors, and similar considerations.

2.02.B. Work-Related Submittals: Contractor's submittal of (and Architect's acceptance of) shop drawings, product data or samples which relate to work not complying with requirements of contract documents, does not constitute an acceptable or valid request for a substitution, nor approval thereof.

2.03 GENERAL PRODUCT REQUIREMENTS:

- 2.03.A. General: Provide products which comply with requirements, and which are undamaged and unused at time of installation, and which are complete with accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for intended use and effect.
- 2.03.B. Standard Products: Where available, provide standard products of types which have been produced and used previously and successfully on other projects and in similar applications.
- 2.03.C. Continued Availability: Where additional amounts of a product, by nature of its application, are likely to be needed by Owner at a later date for maintenance and repair or replacement work, provide a standard, domestically produced product which is likely to be available to Owner at such later date.
- 2.03.D. Nameplates: Except as otherwise indicated for required approval labels, and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or

trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on exterior of the work.

- 2.03.E. Labels: Locate required labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous.
- 2.03.F. Equipment Nameplates: Provide permanent nameplate on each item of service-connected or power operated equipment. Indicate manufacturer, product name, model number, serial number, capacity, speed, ratings and similar essential operating data. Locate nameplates on an easily accessed surface which, in occupied spaces, is not conspicuous.

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION

SECTION 01 29 00 - SCHEDULES, REPORTS, PAYMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-I Specification sections, apply to work of this section.

1.2 PROGRESS SCHEDULE:

- A. Bar-Chart Schedule: Not more than 14 days after date established for "Notice to Proceed", submit a bar-chart type progress schedule indicating a time bar for each major category or unit of work to be performed at site, properly sequenced and intermeshed and showing completion of the work sufficiently in advance of date established for "substantial completion of the work".
- B. Distribution: Following initial submittal to and response by Architect, print and distribute progress schedule to Architect, Engineers, Owner, separate contractors (if any), principal subcontractors and suppliers or fabricators, and others with a need-to-know schedule-compliance requirement. Distribute and post subsequent updated issues to same entities, when revisions are made; except delete entities from distribution when they have completed assigned work and are no longer involved in performance of scheduled work.

1.3 SCHEDULE OF VALUES:

- A. General: Prepare schedule of values, as required by General Conditions. Provide breakdown of Contract Sum in sufficient detail to facilitate continued evaluation of payment requests and progress reports. Break down principal subcontract amounts into several line items. Round off to nearest whole dollar, but with total equal to Contract Sum. Submit copy of schedule of values to Architect and Engineers.
- B. Time Coordination: In coordination of initial submittals and other administrative "start up" activities, submit schedule of values to Architect at earliest feasible date, but in no case later than 7 days before initial payment request is to be submitted.
- C. Listing: Arrange schedule with columns to indicate generic name of item, change orders (numbers) which have affected value, dollar value of item, and percentage of Contract Sum (to nearest one-hundredth percent and adjusted to total 100 percent).

1.4 PAYMENT REQUESTS:

- A. General: Except as otherwise indicated, sequence of progress payments is to be regular, and each must be consistent with previous applications and payments. It is recognized that certain applications involve extra requirements, including initial application, application at times of substantial completion, and final payment application.

- B. Application Transmittal: Submit 3 executed copies of each payment application, each copy of which is completed with waivers of lien and similar attachments. Transmit each copy with a transmittal form listing those attachments, and recording appropriate information related to application in a manner acceptable to Architect. Transmit to Architect by means ensuring receipt within 24 hours.
- C. Payment Application Times: The "period" for each progress payment is from the twenty-sixth (26th) of the month to the twenty-fifth (25th). Payment shall be made by the tenth (10th).
- D. Payment Application Forms: AIA Document G702 and Continuation Sheets; 1992 form, available from "Publications, a Division of the AIA Service Corporation", 1735 New York Ave. NW., Washington, DC, 20006 (also available at most local AIA chapter offices).
- E. Application Preparation: Except as otherwise indicated, complete every entry provided for on the form, including notarization and execution by authorized persons. Incomplete applications will be returned by Architect without action. Entries must match current data of schedule of values and progress schedule and report. Listing must include amounts of change orders issued prior to last day of the "period of construction" covered by application.
- F. Waivers of Lien: For each payment application, submit waivers of lien to the owner.
- G. Extension of Time: See Supplementary Conditions §8.3 Delays and Extension of Time.
 - 1. The Contractor must submit each month, with his application for payment, a separate letter stating that he is requesting an extension of time and include the number of days, or confirmation indicating a request of zero days for the period.
 - 2. Include in the letter the following:
 - a. Number of days requested, with dates indicated for each day. For each date, provide evidence and justification of delays not limited to, weather reports, site condition reports, photos, job site reports, etc. along with a listing of trades affected by such delays.
 - 3. Contractor agrees that the final determination of an extension of time will be at the sole discretion of Architect and Owner.
 - 4. Weather delays for work performed inside of the building shall not be allowed after the building reaches the enclosure stage except at the discretion of the Architect.
- H. Application at Time of Substantial Completion:
 - 1. See Section 01 77 00 - Project Closeout.
- I. Final Payment Application:
 - 1. See Section 0 177 00 - Project Closeout.

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION (not applicable)

END OF SECTION

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Submittal schedule requirements.
 - 2. Administrative and procedural requirements for submittals.
- B. Related Requirements: Individual submittal requirements specified for each unit of work are in addition to those identified in this section. Refer to other Division 00 and 01 sections and contract documents for administrative submittal requirements.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.4 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1.5 SUBMITTAL FORMATS

- A. Submittal Information: Include the following information in each submittal:
 - 1. Project name.
 - 2. Date.

3. Name of Architect, Contractor, subcontractor, manufacturers & suppliers.
4. Name of firm or entity that prepared submittal.
5. Unique submittal number, including revision identifier.
6. Category and type of submittal, purpose, and description.
7. Specification Section references. Include paragraph number, as appropriate.
8. Drawing number and detail references, as appropriate.
9. Indication of full or partial submittal.
10. Location(s) where product is to be installed, as appropriate.
11. Warranty and guarantee information for each product, material, installation, etc.
12. Other necessary identification.
13. Remarks.
14. Signature of transmitter.

- B. Options: Identify options requiring selection by Architect.
- C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- D. Paper Submittals:
1. Action Submittals: Submit three copies of each submittal unless otherwise indicated. Architect will retain one copy and return remaining copies.
 2. Informational Submittals: Submit two copies of each submittal unless otherwise indicated. Architect will not return copies.
 3. Transmittal for Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using AIA Document G810 or equivalent transmittal form.
- E. Electronic Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.6 SUBMITTAL PROCEDURES

- A. Prepare and submit submittals required by individual Specification Section. Types of submittals are indicated in individual Specification Sections. Architect may request additional submittals as needed.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections, so processing will not be delayed because of need to review submittals concurrently for coordination.

- a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
- D. Color & Finish Selections: Submittals requiring the Architect to approve finishes, textures, or color selections may be partially approved at the discretion of the Architect. No color selections will be made until all shop drawings, product samples, etc. have been received for all related portions of the work. No extension of the Contract Time will be authorized because of failure to provide color selections enough in advance of the Work to permit processing, including resubmittals.
- E. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block, and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- F. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- G. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

1.7 SUBMITTAL REQUIREMENTS

- A. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.

- b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data unless submittal based on Architect's digital data drawing files is otherwise permitted.
 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Paper Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 24 by 36 inches.
 3. BIM Incorporation: Where required, develop and incorporate Shop Drawing files into BIM established for Project.
- C. Samples: Submit Samples for review of type, color, pattern, and texture for a check of these characteristics with other materials.
 1. Transmit Samples that contain multiple, related components, such as accessories together in one submittal package.
 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.

- e. Number and title of applicable Specification Section.
 - f. Specification paragraph number and generic name of each item.
- 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
- 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units, showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected. Provide additional sets where required by individual specification section.
- 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit two sets of Samples. Architect will retain one Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record Sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- D. Product Schedule: Where required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 - 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 - 2. Manufacturer and product name, and model number if applicable.
 - 3. Number and name of room or space.
 - 4. Location within room or space.
- E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of

assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

G. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
2. Installer Certificates: Submit written statements on manufacturer's letterhead, certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead, certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
4. Material Certificates: Submit written statements on manufacturer's letterhead, certifying that material complies with requirements in the Contract Documents.
5. Product Certificates: Submit written statements on manufacturer's letterhead, certifying that product complies with requirements in the Contract Documents.
6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of AWS B2.1/B2.1M on AWS forms. Include names of firms and personnel certified.

H. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for substrate preparation and primers required.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.

- e. Description of product.
- f. Test procedures and results.
- g. Limitations of use.

1.8 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.
- C. BIM Incorporation: Where required, incorporate delegated-design drawing and data files into BIM established for Project.
 - 1. Prepare delegated-design drawings in the following format: Same digital data software program, version, and operating system as original Drawings.

1.9 CONTRACTOR'S REVIEW

- A. Action Submittals and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
 - 1. **Architect will reject submittals received from Contractor that do not have Contractor's review and approval.**

1.10 ARCHITECT'S REVIEW

- A. Action Submittals: Architect will review each submittal and return indicating via markup the appropriate action as follows;
 - 1. Marked "Approved": Final unrestricted release. Work may proceed, provided it complies with contract documents.

2. Marked "Approved as Noted": Final but restricted release. Work may proceed, provided it complies with the notations and corrections indicated on submittal and with the contract documents.
 3. Marked "Returned for Resubmittal": Do not proceed with work. Revise in accordance with notations thereon and resubmit without delay. Do not allow submittals to be used in connection with performance of the work.
 4. Marked "No Action Required": Other action. Where submittal is returned for other reasons, with Architect explanation included.
- B. Informational Submittals: Architect will review each submittal and will not return it or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Architect will return without review or discard submittals received from sources other than Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013300

SECTION 01 42 00 - DEFINITIONS AND STANDARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DEFINITIONS:

- A. General Explanation: A substantial amount of specification language constitutes definitions for terms found in other contract documents, including drawings which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon. Certain terms used in the contract documents are defined generally in this article. Definitions and explanations of this section are not necessarily either complete or exclusive, but are general for the work to extent not stated more explicitly in another provision of contract documents.
- B. General Requirements: The provisions or requirements of Division-1 sections. General Requirements apply to entire work of Contract and, where so indicated, to other elements which are included in the project.
- C. Indicated: The term "Indicated" is a cross-reference to graphics, notes or schedules on drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in contract documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used in lieu of "indicated", it is for purpose of helping reader locate cross-reference, and no limitation of location is intended except as specifically noted.
- D. Directed, Requested, Etc.: Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted", and "permitted" mean "directed by Architect/Engineer", "requested by Architect/Engineer", etc. However, no such implied meaning will be interpreted to extend Architect's responsibility into Contractor's area of construction supervision.
- E. Approve: Where used in conjunction with Architect's response to submittals, requests, applications, inquiries, reports and claims by Contractor, the meaning of term "approved" will be held to limitations of Architect's responsibilities and duties as specified in General and Supplementary Conditions. In no case will "approval" by Architect be interpreted as a release of Contractor from responsibilities to fulfill requirements of contract documents.
- F. Project Site: The space available to Contractor for performance of the work, either exclusively or in conjunction with others performing other work as part of the project. The extent of project site is shown on drawings, and may or may not be identical with description of land upon which project is to be built.
- G. Furnish: Except as otherwise defined in greater detail, term "furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

- H. Install: Except as otherwise defined in greater detail, term "install" is used to describe operations at project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing protecting, cleaning and similar operations, as applicable in each instance.
- I. Provide: Except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.
- J. Installer: The entity (person or firm) engaged by Contractor or its subcontractor or subcontractor for performance of a particular unit of work at project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (Installers) be expert in operations they are engaged to perform.
- K. Testing Laboratory: An independent entity engaged to perform specific inspections or tests of the work, either at project site or elsewhere; and to report and (if required) interpret results of those inspections or tests.

1.3 SPECIFICATION EXPLANATIONS:

- A. Overlapping and Conflicting Requirements: Where compliance with 2 or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, most stringent requirement (which is generally recognized to be also most costly) is intended and will be enforced, unless specifically detailed language written into contract documents (not by way of reference to an industry standard) clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently-equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to Architect for a decision before proceeding.
- B. Contractor's Options: Except for overlapping or conflicting requirements, where more than one set of requirements are specified for a particular unit of work, option is intended to be Contractor's regardless of whether specifically indicated as such.
- C. Minimum Quality/Quantity: In every instance, quality level or quantity shown or specified is intended as minimum for the work to be performed or provided. Except as otherwise specifically indicated, actual work may either comply exactly with that minimum (within specified tolerances), or may exceed that minimum within reasonable limits. In complying with requirements, indicated numeric values are either minimums or maximums as noted or as appropriate for context of requirements. Refer instances of uncertainty to Architect for decision before proceeding.
- D. Specialists; Assignments: In certain instances, specification text requires (or at least implies) that specific work be assigned to specialists or expert entities, who must be engaged for performance of those units of work. These must be recognized as special requirements over which Contractor has no choice or option. These assignments must not be confused with (and are not intended to interfere with) normal application of regulations, union jurisdictions and similar conventions. One purpose of such assignments is to establish which party or entity involved in a specific unit of work is recognized as "expert" for indicated construction processes or operations. Nevertheless, final responsibility for fulfillment of entire set of requirements remains with Contractor.

- E. Trades: Except as otherwise indicated, the use of titles such as "carpentry" in specification text, implies neither that the work must be performed by an accredited or unionized tradespeople of corresponding generic name (such as "carpenter"), nor that specified requirements apply exclusively to work by tradespeople of that corresponding generic name.
- F. Abbreviations: The language of specifications and other contract documents is of the abbreviated type in certain instances, and implies words and meanings which will be appropriately interpreted. Actual word abbreviations of a self-explanatory nature have been included in texts. Specific abbreviations have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of specification requirements with notations on drawings and in schedules. Trade association names and titles of general standards are frequently abbreviated. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of the contract documents so indicates.

1.4 DRAWING SYMBOLS:

- A. General: Except as otherwise indicated, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., eighth edition.
- B. M/E Drawings: Graphic symbols used on mechanical/electrical drawings are generally aligned with symbols recommended by ASHRAE, supplemented by more specific symbols were appropriate as recommended by other recognized technical associations including ASME, ASPE, IEEE, and similar organizations. Refer instances of uncertainty to Architect/Engineer for clarification before proceeding.

1.5 INDUSTRY STANDARDS:

- A. General Applicability of Standards: Applicable standards of construction industry have same force and effect (and are made a part of contract documents by reference) as if copied directly into contract documents, or as if published copies were bound herewith.
- B. Referenced standards (referenced directly in contract documents or by governing regulations) have precedence over non-referenced standards which are recognized in industry for applicability to work.
- C. Non-referenced standards recognized in the construction industry are hereby defined, except as otherwise limited in contract documents, to have direct applicability to the work,
- D. and will be so enforced for performance of the work.
- E. Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date of contract documents.
- F. Copies of Standards: Provide where needed for proper performance of the work; obtain directly from publication sources.

- G. Abbreviations and Names: Where acronyms or abbreviations are used in specifications or other contract documents, they are defined to mean the industry recognized name of trade association, standards generating organization, governing authority or other entity applicable to context of text provision. Refer to "Encyclopedia of Associations," published by Gale Research Co., available in large libraries.

1.6 GOVERNING REGULATIONS/AUTHORITIES:

- A. General: The procedure followed by Architect has been to contact governing authorities where necessary to obtain information needed for the purpose of preparing contract documents; recognizing that such information may or may not be of significance in relation to Contractor's responsibilities for performing the work. Contact governing authorities directly for necessary information and decision having a bearing on the performance of the work including but not limited to facilities to protect the public during construction.

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION (not applicable)

END OF SECTION

SECTION 01 45 29 - QUALITY CONTROL SERVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS:

- A. General: Required inspection and testing services are intended to assist in the determination of probable compliance of the work with requirements specified or indicated. These required services do not relieve the Contractor of responsibility for compliance with these requirements or for compliance with requirements of the contract documents.
- B. Definitions: The requirements of this section relate primarily to customized fabrication and installation procedures, not to the production of standard products. Quality control services include inspections and tests and related actions including reports, performed by independent agencies and governing authorities, as well as directly by the Contractor. These services do not include Contract enforcement activities performed directly by the Architect.
- C. Specific quality control requirements for individual units of work are specified in the sections of these specifications that specify the individual element of the work. These requirements, including inspections and tests, cover both production of standard products, and fabrication of customized work. These requirements also cover quality control of the installation procedures.
- D. Inspections, tests and related actions specified in this section and elsewhere in the contract documents are not intended to limit the Contractor's own quality control procedures which facilitate overall compliance with requirements of the contract documents.
- E. Requirements for the Contractor to provide quality; control services as required by the Architect, the Owner, governing authorities or other authorized entities are not limited by the provisions of this section.

1.3 RESPONSIBILITIES:

- A. Contractor Responsibilities: Except where they are specifically indicated as being the Owner's responsibility, or where they are to be provided by another identified entity, inspections, tests and similar quality control services are the Contractor's responsibility these services also include those specified to be performed by an independent agency and not directly by the Contractor. Costs for these services shall be included in the Contract Sum. The Contractor shall employ and pay an independent agency, testing laboratory or other qualified firm to perform quality control services specified.
- B. The Owner will engage and pay for the services of an independent agency to perform inspections and tests that are specified as the Owner's responsibility.

- C. Retest Responsibility: Where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance of related work with the requirements of the contract documents, then retests are the responsibility of the Contractor regardless of whether the original test was the Contractor's responsibility. Retesting of work revise or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original work.
- D. Responsibility for Associated Services: The Contractor is required to cooperate with the independent agencies performing required inspections, tests and similar services. Provide such auxiliary services as are reasonably requested. Notify the testing agency sufficiently in advance of operations to permit assignment of personnel. These auxiliary services include but are not necessarily limited to the following:
 - 1. Providing access to the work.
 - 2. Taking samples or assistance with taking samples.
 - 3. Delivery of samples to test laboratories.
 - 4. Security and protection of samples and test equipment at the project site.
- E. Coordination: The Contractor and each independent agency engaged to perform inspections, tests and similar services for the project shall coordinate the sequence of their activities so as to accommodate required services with a minimum of delay in the progress of the work. In addition the Contractor and each independent testing agency shall coordinate their work so as to avoid the necessity of removing and replacing work to accommodate inspections and tests. The Contractor is responsible for scheduling times for inspections, tests, taking of samples and similar activities. Qualification for Service Agencies: Except as otherwise indicate, engage inspection and test service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which are recognized in the industry as specialized in the types of inspections and tests to be performed.

1.4 SUBMITTALS:

- A. General: Refer to Division-1 section on "Submittals" for the general requirements on submittals. Submit a certified written report of each inspection, test or similar service, directly to the Architect/Engineer, in duplicate, unless the Contractor is responsible for the service. If the Contractor is responsible for the service, submit a certified written report of each inspection, test or similar service through the Contractor, in duplicate. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
- B. Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to the following:
 - 1. Name of testing agency or test laboratory.
 - 2. Dates and locations of samples and tests or inspections.
 - 3. Names of individuals making the inspection or test.
 - 4. Designation of the work and test method.
 - 5. Complete inspection or test data.
 - 6. Test results.
 - 7. Interpretations of test results.
 - 8. Notation of significant ambient conditions at the time of sample-taking and testing.

9. Comments or professional opinion as to whether inspected or tested work complies with requirements of the contract documents.
10. Recommendations on retesting, if applicable.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION:

- A. General: Upon completion of inspection, testing, sample-taking and similar services performed on the work, repair damaged work and restore substrates and finishes to eliminate deficiencies, including deficiencies in the visual qualities of exposed finishes. Protect work exposed by or for quality control service activities, and protect repaired work. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS:

- A. Definitions: Specific administrative and procedural minimum actions are specified in this section, as extensions of provisions in General Conditions and other contract documents. These requirements have been included for special purposes as indicated. Nothing in this section is intended to limit types and amounts of temporary work required, and no omission from this section will be recognized as an indication by Architect that such temporary activity is not required for successful completion of the work and compliance with requirements of contract documents. Provisions of this section are applicable to, but not by way of limitation, utility services, construction facilities, security/protection provisions, and support facilities.

1.3 QUALITY ASSURANCE:

- A. General: In addition to compliance with governing regulations and rules/recommendations of franchised utility companies, comply with specific requirements indicated and with applicable local industry standards for construction work (published recommendations by local consensus "building councils").
- B. ANSI Standards: Comply with applicable provisions of ANSI A10- Series standards on construction safety, including A10.3, A10.4, A10.5, A10.6, A10.7, A10.8, A10.9, A10.10, A10.11, A10.12, A10.13, A10.14, A10.15, A10.17, A10.18, A10.20, and A10.22. NFPA Code: Comply with NFPA Code 241 "Building Construction and Demolition Operations."

1.4 JOB CONDITIONS:

- A. General: Establish and initiate use of each temporary facility at time first reasonably required for proper performance of the work. Terminate use and remove facilities at earliest reasonable time, when no longer needed or when permanent facilities have, with authorized use, replaced the need.
- B. Conditions of Use: Install, operate, maintain and protect temporary facilities in a manner and at locations which will be safe, non-hazardous, sanitary and protective of persons and property, and free of deleterious effects.

PART 2 - PRODUCTS AND EXECUTION

2.1 TEMPORARY UTILITY SERVICES:

- A. The types of services required include, but not by way of limitation, water, sewerage, surface drainage, electrical power and telephones. Where possible and reasonable, connect to existing franchised utilities for required services; and comply with service companies' recommendations on materials and methods, or engage service companies to install services. Locate and relocate services (as necessary) to minimize interference with construction operations.
1. Electrical Power: Tie into existing building system if possible.
 - a. Utility cost shall be paid by owner.
 2. Potable Water: Tie into existing buildings system if possible.
 - a. Utility cost shall be paid by owner.
 3. Gas and other utilities: Tie into utilities as indicated on the plans for permanent connections.
 - a. Utility cost shall be paid by the owner.

2.2 TEMPORARY CONSTRUCTION FACILITIES:

A. GENERAL

1. The types of temporary construction facilities required include, but not by way of limitation, water distribution, drainage, dewatering equipment, enclosure of work, heat, ventilation, electrical power distribution, lighting, hoisting facilities, stairs, ladders, and roads. Provide facilities reasonably required to perform construction operations properly and adequately.

B. ENCLOSURE

1. Before the building is enclosed and at any time work is performed outside the building enclosure, each contractor shall provide all heating, equipment, fuel, labor, supervision and maintenance necessary to protect his work and material against injury from the elements, including but not limited to dampness and cold. Each contractor shall provide approved temporary heating devices, electrical power, adequate and proper fuel, enclosures, etc., required for performing the work of his trades.
2. The general contractor shall enclose the building as soon as possible after starting construction and notify all contractors in writing when enclosure is completed. The building shall be considered enclosed when the walls have been constructed, a watertight roof has been applied and all doors, windows and other openings have been closed in an approved manner with permanent and/or temporary closures which provide in the opinion of the Architect a sufficient number of operating window units for the escape of construction moisture.

C. CONSTRUCTION HEAT

1. Construction heat shall be all heat, whether furnished by temporary heating units or by the permanent heating system, necessary to heat the building enclosure prior to the Owner's assumption of responsibility for the building heat.

D. RESPONSIBILITY

1. After enclosure, the general contractor will be fully responsible for providing construction heat until the building is accepted for occupancy by the Owner.

E. TEMPORARY POWER AND LIGHTING SYSTEM

1. Electrical Power: The electrical contractor will provide and maintain weatherproof, grounded, power distribution system sufficient to accommodate construction operations requiring power, use of power tools, electrical heating, lighting, and start-up testing of permanent electric-powered equipment prior to its permanent connection to electrical system. Provide overload protection. Locate multiple outlets (not less than 4-gang), spaced so that entire area of construction can be reached by power tools on a single extension cord of 100' maximum length.
2. Lighting: The electrical contractor will provide and maintain sufficient temporary lighting to ensure proper workmanship everywhere; by combined use of daylight, general lighting, and portable plug-in task lighting. Provide general lighting with local switching which will enable energy conservation during periods of varying activity (work-in-progress, traffic only, security check, lock-up, etc.).
3. Additional Power or Lighting: Contractor requiring any additional temporary lighting and power shall arrange to have the electrical contractor make a proper connection to the temporary system and provide facilities to suit their requirements to the extent possible and be responsible for the cost and maintenance thereof.
4. Portable Tools: Each contractor shall be responsible for maintaining portable tools and appliances operated from the temporary light and power system with suitable cords and plugs in good condition and with non-current-carrying parts grounded through a grounding conductor.
5. Maintenance and Repair: The temporary light and power system shall be used under the direction of the electrical contractor to the extent that in the event of heavy loading, he shall designate where loads may be connected so as to prevent overloading of circuits. Each contractor shall coordinate his use of temporary power so that the demand does not exceed the service available.
6. The repair of any damage to the system, including replacement of blown fuses, resulting from misuse or from connecting faulty equipment into the system, shall be paid for by each contractor responsible for the damage. Although the temporary light and power system is furnished for the use of each contractor, the components and materials furnished by the electrical contractor shall remain his property and any costs attributed to loss or damage to same shall be reimbursed by each contractor whose employees are found to be responsible for said loss and damage.
7. Each contractor requiring power for loads larger than those defined available and for electric welders shall make his own arrangements for these facilities and pay the energy costs for same. Remove such facilities immediately after work is completed.

F. PROTECTION OF EXISTING WORK

1. Where work is conducted above, or adjacent to, roofs, protect the roof with a minimum of 3/4" plywood. Storage of materials will not be permitted on any roof.

G. CONSTRUCTION AIDS

1. Scaffolding and staging shall be provided by contractor for both interior and exterior work as required. Furnish, install and maintain scaffolding in accordance with requirements of all laws and regulations in effect.

H. LIFTING DEVICES AND HOISTING FACILITIES

1. Contractor shall provide lifting devices necessary for the proper and efficient movement of materials; provide operating personnel for equipment as required. Equipment shall be provided with safety devices as required by local and state codes.

I. ACCESS PROVISIONS

1. Provide ramps, stairs, ladders and similar temporary access elements as reasonably required to perform the work and facilitate its inspection during installation. Comply with reasonable requests of governing authorities performing inspections.

2.3 SECURITY/PROTECTION PROVISIONS:

- A. The types of temporary security and protection provisions required include, but not by way of limitation, fire protection, barricades, warning signs/lights, site enclosure fence, building enclosure/lockup, personnel security, theft prevention program and similar provisions intended to minimize property losses, personal injuries and claims for damages at project site. Provide security/protection services and systems in coordination with activities and in a manner to achieve 24-hour, 7-day-per-week effectiveness.

B. SECURITY

1. The Owner will not be responsible for the safety of contractor's work, material and/or equipment.

C. FIRE EXTINGUISHERS

1. Provide types, sizes, numbers and locations as would be reasonably effective in extinguishing fires during early stages, by personnel at project site. Provide Type A extinguishers at locations of low-potential for either electrical or grease-oil-flammable liquids fires; provide Type ABC dry chemical extinguishers at other locations; comply with recommendations of NFPA No. 10. Post warning and quick-instructions at each extinguisher location, and instruct all personnel at project site, at time of their first arrival, on proper use of extinguishers and other available facilities at project site. Post local fire department call number on each telephone instrument at project site.

D. SITE ENCLOSURE FENCE

1. At earliest reasonable date enclose project site, or portion thereof determined by Contractor to be sufficient to contain entire construction activity.

2. At minimum, the Contractor shall provide the following site enclosure:
 - a. A barrier of 4' high orange poly-mesh with posts & tension wires as required to maintain the 4' barrier height. Contractor shall take additional precautions as required to secure materials, equipment, etc.
3. Where site enclosure fencing is installed in existing concrete or asphalt paving the Contractor shall patch/repair as required upon removal and prior to final application for payment.

2.4 BUILDING ENCLOSURE AND LOCKUP

- A. At earliest possible date, secure building against unauthorized entrance at times when personnel are not working. Provide secure temporary enclosures at ground floor and other locations of possible entry, with locked entrances.
- B. The general contractor shall be responsible for the complete water tightness of the building and maintaining the building in a dry condition until acceptance. The general contractor shall be responsible for any damage from water, as well as for damage, collapse or failure of any part of the building caused by excess water undermining or creating pressures on the structure. Each contractor shall be responsible for damages caused by their subcontractors.

2.5 TEMPORARY SUPPORT FACILITIES:

- A. The types of temporary support facilities required include, but not by way of limitation, field offices, storage sheds, fabrication sheds, sanitary facilities, drinking water, first aid facilities, telephones, thermometer, project identification signs, clean-up facilities, waste disposal service, rodent/pest control and similar miscellaneous general services, all as may be reasonably required for proficient performance of the work and accommodation of personnel at the site including Owner's and Architect's personnel. Discontinue and remove temporary support facilities, and make incidental similar use of permanent work of the project, only when and in manner authorized by Architect; and, if not otherwise indicated, immediately before time of substantial completion. Locate temporary support facilities for convenience of users, and for minimum interference with construction activities.
- B. Material Storage: The contractor and each subcontractor shall make suitable provisions for his own office and for the storage of his materials and provide such temporary weatherproof sheds as may be necessary for the protection of his materials. The foregoing structures and equipment shall remain the property of such contractor and upon completion of the work the structures shall be removed from the site.
- C. Sanitary Facilities: At general contractor's option, provide either piped (wet) toilet facilities or self-contained toilet units of type acceptable to governing authorities, adequate (at all stages of construction) for use of personnel at project site. Provide separate facilities for male and female personnel when both sexes are working (in any capacity) at project site.
 1. Use of owners' facilities are not allowed.
- D. Drinking Water: General contractor shall provide dispenser-type, cold drinking water units; adequate in number and locations for personnel at project site. Furnish paper cups and waste receptacles.
- E. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

1. Other Signs: Provide temporary directional signs for construction personnel and visitors as required. All other signs to be placed on the site by any contractor or subcontractor must be approved by the Architect as to size, quality, type and location.
 2. Contractor shall maintain and touch up signs so they are legible at all times.
- F. Repair of Damaged Items: The contractor who installed the temporary facilities is responsible for maintaining said facilities; however, misuse, damage or destruction of another contractor's or subcontractor's facilities shall be paid for by the contractor whose employees were responsible for said loss or damage. If responsible party is unknown, the cost to correct or replace shall be prorated to all contractors and subcontractors on the job at the time of such damage.

END OF SECTION

SECTION 01 77 00 - PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS:

- A. Definitions: Closeout is hereby defined to include general requirements near end of Contract Time in preparation for final acceptance, final payment, normal termination of contract, occupancy by Owner and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Divisions 2 through 16. Time of closeout is directly related to "Substantial Completion"; and therefore, may be either a single time period for entire work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.
- B. Final payment will not be approved until all close-out documentation have been received.

1.3 SUBSTANTIAL COMPLETION:

- A. The contractor shall have completed the following:
 - 1. Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner.
 - 2. Make final change-over of locks and transmit keys to Owner and advise Owner's personnel of change-over in security provisions.
 - 3. Complete start-up testing of systems, and instructions of Owner's operating/maintenance personnel. Discontinue (or change over) and remove from project site temporary facilities and services along with construction tools and facilities, mock-ups, and similar elements.
- B. Inspection Procedures: Upon receipt of contractor's request, Architect will either proceed with inspection or advise contractor of prerequisites not fulfilled. Following initial inspection, Architect will either prepare certificate of substantial completion, or advise contractor of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed. Results of completed inspection will form initial "punch-list" for final acceptance.

1.4 FINAL ACCEPTANCE:

- A. General: Prior to requesting Architect's final inspection for certification of final acceptance and final payment as required by General Conditions, complete the following and list known exceptions (if any) in request:

- B. Submit final payment request with final releases and supporting documentation not previously submitted and accepted, include certificates of insurance for products and completed operations where required.

1.5 FORM OF CLOSE-OUT DOCUMENTS:

- A. Contractor shall submit all required documents in one initial complete package. Partial submittals will be returned to the Contractor.
- B. Prior to Final Payment the Contractor shall provide the closeout documents in DUPLICATE in the following format: (Unless otherwise noted)
- C. All closeout documents must be provided in two binders. (Operation and Maintenance Manuals may be in a separate binder if necessary)
 - 1. Each item shall be tabbed.
 - 2. Each item shall be numbered with the item number listed below.
 - 3. Package shall include all as-built drawings and specifications, operation manuals, maintenance manuals and all items listed below.

1.6 REQUIRED CLOSE-OUT DOCUMENTS:

- A. Submit copies of original Contract, Bonds, Certificate of Insurance, all Change Orders, Certificate of Substantial Completion with punch list. (Two required - photocopies acceptable)
- B. AIA Document G702 Application and Certificate for Payment, for the final request for payment, (Three notarized originals required)
- C. AIA Document G707 Consent of Surety to Final Payment, completed in full by bonding company with Power of Attorney. (Two notarized originals required)
- D. AIA Document G706 Contractor's Affidavit of Payment of Debts and Claims. (Two notarized originals required)
- E. AIA Document G706A Contractor's Affidavit of Release of Liens. (Two notarized originals required)
- F. Notice of Substantial Completion with an attached punch list. (Two copies required)
- G. Notarized Letter from the General Contractor with the following Statements exactly as shown: (Two notarized originals required)
 - 1. "We hereby certify that all bills for labor and materials incorporated into the above captioned project under our contract, have been paid and that the Owner is released from any and all claims and/or damages under this contract."
 - 2. "We hereby certify that the Project has been constructed in accordance with the contract documents."

3. "We hereby certify that all material incorporated in this project are non-asbestos containing materials".

H. Guarantee of Work: (Two notarized originals required)

1. Sworn statement that all work is guaranteed against defects in materials and workmanship for one year from date of owner's acceptance, except where specified for longer periods.
2. All guarantees and warranties shall be obtained in the Owner's name.
3. Word the Guarantee as follows: (All four paragraphs)

"We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one year or such longer period of time as may be called for in the contract documents for such portions of the work.

Within the guaranty period, if repairs or changes are requested in connection with guaranteed work which, in the opinion of the Owner, are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract, the Contractor shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition in every particular, all such guaranteed work, correct all defects therein and make good all damages to the building, site, equipment or contents thereof which, in the opinion of the Owner, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract; and make good any work or materials or the equipment and contents of said buildings or site disturbed in fulfilling any such guaranty.

If after notice, the Contractor fails to proceed promptly to comply with the terms of the guaranty, the Owner may have the defects corrected and the Contractor and his Sureties shall be liable for all expense incurred.

All special guarantees applicable to definite parts of the work stipulated in the project manual or other papers forming part of the contract shall be subject to the terms of this paragraph during the first year of the life of such special guaranty."

I. As Built Record Drawings:

1. Maintain one complete set of contract document drawings for recording substantial deviations from the work originally shown. The mechanical and electrical contractors shall maintain a separate set of documents at all times, throughout the project. If items are discovered which are uncharted or unknown, record such item and location for future referenced by the owner. Locate deviation by dimension and or scale for site and building work from known, visible and obvious point of reference. Note all items changed by addendum and change orders.
2. The Contractor shall keep in reserve one complete set of plans for use as the "As Built Drawings". All deviations from the original plans, shall be flagged with a "cloud" and noted and dimensioned if necessary. Each drawing shall be noted as "As Built Drawing"

3. In addition, the Contractor shall scan the "As Built Drawings" to disc in PDF format and provide one disc to the Architect for transmittal to the owner.
- J. As Built Record Specifications
1. Maintain one copy of specifications, including addenda, change orders and similar modifications issued in printed form during construction, and mark-up variations (of substance) in actual work in comparison with text of specifications and modification as issued. Give particular attention to substitutions, selection of options, and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation. Note related record drawing information and product data, where applicable. Upon completion of mark-up, submit to Architect for Owner's records.
- K. Record Product Data (Shop Drawings, Brochures, Submittals, etc.):
1. Maintain two copies of each product data submittal, and mark-up significant variations in actual work in comparison with submitted information, include both variations in product as delivered to site, and variations from manufacturer's instructions and recommendations for installation. Give particular attention to concealed products and portions of the work which cannot otherwise be readily discerned at a later date by direct observation. Note related change orders and mark-up of record drawings and specifications. Upon completion of mark-up, submit complete set to Architect for Owner's records.
- L. Maintenance Manuals:
1. Organize maintenance-and-operating manual information into suitable sets of manageable size, and bind into individual binders properly identified and indexed (thumb-tabbed), include emergency instructions, spare parts listing, copies of warranties, wiring diagrams, recommended "turn-around" cycles, inspection procedures, shop drawings, product data, and similar applicable information. Bind each manual of each set in a heavy-duty 2", three-ring vinyl-covered binder, and include pocket folders for folded sheet information. Mark identification on both front and spine of each binder.
- M. Roofing Guarantees Manufacturer's guarantees. (Two originals required)
- N. Roofing Guarantee-Service:
1. Service Guarantee, copies at end of Section. (Two originals required)
- O. Permits, Licenses and Certificates
1. For the Owner's records, submit copies of building and other permits, licenses, certifications, city/county inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work. (Two required - photo copies acceptable)

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES:

- A. General Operating/Maintenance Instructions: Arrange for each installer of work requiring continuing maintenance or operation to meet with Owner's personnel at project site to provide basic instruction needed for proper operation and maintenance of entire work, include instructions by manufacturer's representatives where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and similar procedures and facilities. For operational equipment, demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, energy effectiveness, and similar operations. Review maintenance and operations in relation with applicable warranties, guarantee from manufacturers and serviced guarantee, agreements to maintain, bonds, and similar continuing commitments.

3.2 FINAL CLEANING:

- A. General: Special cleaning for specific units of work is specified in sections of Divisions 2 through 16. General cleaning during progress of work is specified in General Conditions and as temporary services in "Temporary Facilities" section of this Division. Provide final cleaning of the work at time indicated consisting of cleaning each surface or unit of work to normal "clean" condition expected for a first-class building cleaning and maintenance program. Comply with manufacturer's instructions for cleaning operations. The following are examples, but not by way of limitation, of cleaning levels required:
 - 1. Remove labels which are not required as permanent labels.
 - 2. Clean transparent materials, including mirrors and window/door glass to a polished condition removing substances which are noticeable as vision-obscuring materials. Replace broken glass and damaged transparent materials.
 - 3. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of dust, stains, films and similar noticeable distracting substances. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces to original reflective condition.
 - 4. Wipe surfaces of mechanical and electrical equipment clean, and similar equipment; remove excess lubrication and other substances.
 - 5. Remove debris and surface dust from limited-access spaces including roofs, plenums, shafts, trenches, manholes, attics and similar spaces.
 - 6. Clean concrete floors in non-occupied spaces broom clean.
 - 7. Vacuum clean carpeted surfaces and similar soft surfaces.
 - 8. Clean plumbing fixtures to a sanitary condition, free of stains including those resulting from water exposure.

9. Clean food service equipment to a condition of sanitation ready and acceptable for intended food service use.
10. Clean light fixtures and lamps so as to function with full efficiency.
11. Clean project site (yard and grounds), including landscape development areas of litter and foreign substances. Sweep paved areas to a broom-clean condition; remove stains, petro-chemical spills and other foreign deposits. Rake ground which are neither planted nor paved to a smooth, even-textured surface.
12. Pest Control: Engage an experienced exterminator to make a final inspection of project and to rid project of rodents, insects, and other pests.
13. Removal of Protection: Except as otherwise indicated or requested by Architect, remove temporary protection devices and facilities which were installed during course of the work to protect previously completed work during remainder of construction period.
14. Compliances: Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at site, or bury debris or excess materials on Owner's property, or discharge volatile or other harmful or dangerous materials into drainage systems; remove waste materials from site and dispose of in a lawful manner.
15. Where extra materials of value remaining after completion of associated work have become Owner's property, dispose of these to Owner's best advantage as directed.

END OF SECTION

SECTION 02 41 19- SELECTIVE DEMOLITION

PART 1 - PART 1 - GENERAL:

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK:

- A. Extent of selective demolition work is indicated on drawings.
- B. Types of Selective Demolition Work: Demolition requires the selective removal and subsequent offsite disposal of the following:
 - 1. Roofing removal, including sheathing, gutters, downspouts, flashing, trim and accessories and as otherwise specified in Division 7.
 - 2. Remodeling construction work and patching is included within the respective sections of specifications, including removal of materials for reuse and incorporated into remodeling or new construction.
 - 3. Relocation of pipes, conduits, ducts, other mechanical and electrical work are specified by respective trades.

1.3 SUBMITTALS:

- A. Schedule: Submit schedule indicating proposed methods and sequence of operations for selective demolition work to Owner's representative for review prior to commencement of work, include coordination for shut-off, capping, and continuation of utility services as required, together with details for dust and noise control protection.
 - 1. Provide detailed sequence of demolition and removal work to ensure uninterrupted progress of Owner's on-site operations.
 - 2. Coordinate with Owner's continuing occupation of portions of existing building with Owner's partial occupancy of completed new addition, and with Owner's reduced usage during summer months.

1.4 JOB CONDITIONS:

- A. Occupancy: Owner will be continuously occupying areas of the building immediately adjacent to areas of selective demolition. Conduct selective demolition work in manner that will minimize need for disruption of Owner's normal operations. Provide minimum of seventy-two

hours advance notice to Owner of demolition activities which will severely impact Owner's normal operations.

- B. Condition of Structures: Owner assumes no responsibility for actual condition of items or structures to be demolished.
 - 1. Conditions existing at time of commencement of contract will be maintained by Owner insofar as practicable; however, variations within structure may occur by Owner's removal and salvage operations prior to start of selective demolition work.
- C. Partial Demolition and Removal: Items indicated to be removed but of salable value to contractor may be removed from structure as work progresses. Transport salvaged items from site as they are removed.
 - 1. Storage or sale of removed items on site will not be permitted.
- D. Protections: Provide temporary barricades and other forms of protection as required to protect Owner's personnel and general public from injury due to selective demolition work.
 - 1. Provide protective measures as required to provide free and safe passage of Owner's personnel and general public to and from occupied portions of building.
 - 2. Erect temporary covered passageways as required by authorities having jurisdiction.
 - 3. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to be demolished, and adjacent facilities or work to remain.
 - 4. Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.
 - 5. Protect floors with suitable coverings when necessary.
 - 6. Construct temporary insulated solid dustproof partitions where required to separate areas where noisy and extensive dirt or dust operations are performed. Equip partitions with dustproof doors and security locks if required.
 - 7. Provide temporary weather protection during interval between demolition and removal of existing construction to insure that no water leakage or damage occurs to structure or interior areas of existing building.
 - 8. Remove protections at completion of work.
- E. Damages: Promptly repair damages caused to adjacent facilities by demolition work at no cost to Owner.
- F. Traffic: Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
 - 1. Do not close, block or otherwise obstruct streets, walks or other occupied or used facilities without written permission from authorities having jurisdiction. Provide

alternate routes around closed or obstructed traffic ways if required by governing regulations.

- G. Explosives: Use of explosives will not be permitted.
- H. Utility Service: Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.
 - 1. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities as acceptable to governing authorities.
- I. Environmental Controls: Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection.
 - 1. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.

PART 2 - PART 2 - PRODUCTS (Not Applicable)

PART 3 - PART 3 - EXECUTION

3.1 INSPECTION:

- A. Prior to commencement of selective demolition work, inspect areas in which work will be performed. Photograph existing conditions to structure surfaces, equipment or to surrounding properties which could be misconstrued as damage resulting from selective demolition work; file with Owner's representative prior to starting work

3.2 PREPARATION:

- A. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement or collapse of structures to be demolished and adjacent facilities to remain.
 - 1. Cease operations and notify the Owner's representative immediately if safety of structure appears to be endangered. Take precautions to support structure until determination is made for continuing operations.
- B. Cover and protect furniture, equipment and fixtures to remain from soiling or damage when demolition work is performed in rooms or areas from which such items have not been removed.
- C. Erect and maintain dustproof partitions and closures as required to prevent spread of dust or fumes to occupied portions of the building.
 - 1. Where selective demolition occurs immediately adjacent to occupied portions of the building, construct dustproof partitions of minimum 4" studs, 5/8" drywall (joints taped)

on occupied side, 1/2" fire-retardant plywood on demolition side, and fill partition cavity with sound-deadening insulation.

2. Provide weatherproof closures for exterior openings resulting from demolition work.
3. Locate, identify, stub off and disconnect utility services that are not indicated to remain.
4. Provide by-pass connections as necessary to maintain continuity of service to occupied areas of building. Provide minimum of seventy-two hours advance notice to Owner if shut-down of service is necessary during change-over.

3.3 DEMOLITION:

- A. Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on drawings in accordance with demolition schedule and governing regulations.
- B. Locate demolition equipment throughout structure and promptly remove debris to avoid imposing excessive loads on supporting walls, floors or framing.
- C. Provide services for effective air and water pollution controls as required by local authorities having jurisdiction.
- D. For interior slabs on grade, use removal methods that will not crack or structurally disturb adjacent slabs or partitions. Use power saw where possible.
- E. Completely fill below-grade areas and void resulting from demolition work. Provide fill consisting of approved earth, gravel or sand, free of trash and debris, stones over 6" diameter, roots or other organic matter.
- F. If anticipated mechanical, electrical or structural elements which conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Owner's representative in written, accurate detail. Pending receipt of directive from Owner's representative rearrange selective demolition schedule as necessary to continue overall job progress without delay.

3.4 SALVAGE MATERIALS:

- A. Salvage Items: Where indicated on drawings as "salvage-deliver to Owner", carefully remove indicated items, clean, store and turn over to Owner and obtain receipt.

3.5 DISPOSAL OF DEMOLISHED MATERIALS:

- A. Remove debris, rubbish and other materials resulting from demolition operations from building site. Transport and legally dispose of materials off site.

- B. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling and protection against exposure or environmental pollution.
- C. Burning of removed materials is not permitted on project site.
- D. Upon completion of demolition work, remove tools, equipment and demolished materials from site. Remove protections and leave interior areas broom clean.
- E. Repair demolition performed in excess of that required. Return structures and surfaces to remain to condition existing prior to commencement of selective demolition work. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

END OF SECTION

SECTION 06 10 00 – ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. Definition: Rough carpentry includes carpentry work not specified as part of other sections and which is generally not exposed, except as otherwise indicated.
- B. Types of work in this section include rough carpentry for:
 - 1. Wood framing.
 - 2. Wood grounds, nailers and blocking.
 - 3. Wood furring.
 - 4. Sheathing.

1.3 PRODUCT HANDLING

- A. Delivery and Storage: Keep materials under cover and dry. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber and well as plywood and other panels; for air circulation within and around stacks and under temporary coverings including polyethylene and similar material.
- B. For lumber and plywood pressure treated with waterborne chemicals, sticker between each course to provide air circulation.

1.4 PROJECT CONDITIONS

- A. Coordination: Fit carpentry work to other work; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds and similar supports to allow attachment of other work.

PART 2 - PRODUCTS

2.1 LUMBER, GENERAL

- A. Lumber Standards: Manufacture lumber to comply with PS 20 "American Softwood Lumber Standard" and with applicable grading rules of inspection agencies certified by American Lumber Standards Committee's (ALSC) Board of Review.
- B. Inspection Agencies: Inspection agencies and the abbreviations used to reference with lumber grades and species include the following:
 - 1. RIS Redwood Inspection Service.
 - 2. NLGA National Lumber Grades Authority.
 - 3. SPIB Southern Pine Inspection Bureau.
 - 4. WCLIB West Coast Lumber Inspection Bureau.
 - 5. WWPA Western Wood Products Association.
- C. Grade Stamps: Factory mark each piece of lumber with grade stamp of inspection agency evidencing compliance with grading rule requirements and identifying grading agency, grade, species, moisture content at time of surfacing, and mill.
 - 1. For exposed lumber apply grade stamps to ends or back of each piece, or omit grade stamps entirely and issue certificate of grade compliance from inspection agency in lieu of grade stamp.
- D. Nominal sizes are indicated, except as shown by detail dimensions. Provide actual sizes as required by PS 20, for moisture content specified for each use.
 - 1. Provide dressed lumber, S4S, unless otherwise indicated.
 - 2. Provide seasoned lumber with 19% maximum moisture content at time of dressing and shipment for sizes 2" or less in nominal thickness, unless otherwise indicated.
 - 3. Provide lumber with 15% maximum moisture content at time of dressing and shipment for sizes 2" or less in nominal thickness, unless otherwise indicated.

2.2 DIMENSION LUMBER

- A. For Studs & Plates provide the following grade spruce: Standard and better.
- B. For structural framing: Except studs provide the following grade and species: No. 2 grade. Southern Pine graded under SPIB rules.
- C. For exposed framing lumber, provide material complying with the following requirements:
 - 1. Definition: Exposed framing refers to dimension lumber which is not concealed by other work and is indicated to receive a stained or natural finish.

2. Grading: Hand select material at factory from lumber of species and grade indicated below for compliance with "Appearance" grade requirements of ALSC National Grading Rule; issue inspection certificate of inspection agency for selected material.
 - a. Southern Pine, Select Structural
 - b. Grade per SPIB rules.

2.3 BOARDS

- A. Concealed Boards: Where boards will be concealed by other work, provide lumber of 19% maximum moisture content (S DRY) and of following species and grade: Redwood Construction Common per RIS rules, Southern Pine No. 2 Boards per SPIB rules, or any species graded Construction Boards or WCLIB or WWPA rules.

2.4 MISCELLANEOUS LUMBER

- A. Provide wood for support or attachment of other work including cant strips, bucks, nailers, blocking, furring, grounds, stripping and similar members. Provide lumber of sizes indicated, worked into shapes shown, and as follows:
- B. Moisture content: 19% maximum for lumber items not specified to receive wood preservative treatment.
- C. Grade: Standard Grade light framing size lumber of any species or board size lumber as required. No. 3 Common or Standard grade boards per WCLIB or WWPA rules or No. 3 boards per SPIB rules.

2.5 PLYWOOD PANELS

- A. Construction Panel Standards: Comply with PS 1 "U.S. Product Standard for Construction and Industrial Plywood" for plywood panels and, for products not manufactured under PS 1 provisions, with American Plywood Association (APA) "Performance Standard and Policies for Structural Use Panels", Form No. E445.
- B. Trademark: Factory mark each construction panel with APA trademark evidencing compliance with grade requirements.
- C. Concealed APA Performance-Rated Panels: Where construction panels will be used for the following concealed types of applications, provide APA Performance Rated Panels complying with requirements indicated for grade designation, span rating, exposure durability classification, edge detail (where applicable) and thickness.
 1. Roof Sheathing: APA RATED SHEATHING.
 - a. Exposure Durability Classification: EXPOSURE 1.
 - b. Span Rating: 24/16.
 2. Fascia & Wall Sheathing: APA Rated Sheathing
 - a. Exposure Durability Classification: EXTERIOR
 - b. Span Rating: 24 o.c.

2.6 MISCELLANEOUS MATERIALS

- A. Fasteners and Anchorages: Provide size, type, material and finish as indicated and as recommended by applicable standards, complying with applicable Federal Specifications for nails, staples, screws, bolts, nuts, washers and anchoring devices. Provide metal hangers and framing anchors of the size and type recommended by the manufacturer for each use including recommended nails.
- B. Where rough carpentry work is exposed to weather in ground contact, or in area of high relative humidity, provide fasteners and anchorages with hot dip zinc (ASTM A 153).
- C. Glue: Construction grade adhesive.

2.7 WOOD TREATMENT

A. WOOD PRESERVATIVE-TREATED LUMBER

- 1. Preservative Treatment by Pressure Process:
 - a. Interior construction (Dry Locations) not in contact with the ground use Category UC1
 - b. Interior construction (Damp Locations) not in contact with the ground use Category UC2
 - c. Exterior construction not in contact with ground use Category UC3B.
 - d. Exterior construction in contact with ground use Category UC3A.
- 2. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- 3. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.
- 4. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- 5. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- 6. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each.
- 7. Application: Treat items indicated on Drawings, and the following:
 - a. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 - b. Wood sills, sleepers, blocking and similar concealed members in contact with masonry or concrete.
 - c. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.

- d. Wood framing members that are less than 18 inches above the ground in crawlspaces or unexcavated areas.
- e. Wood floor plates that are installed over concrete slabs-on-grade.

B. FIRE-RETARDANT-TREATED MATERIALS

1. General: Where fire-retardant-treated materials are indicated or specified herein, use materials complying with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.
2. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.
3. Use treatment that does not promote corrosion of metal fasteners.
4. Exterior Type: Treated materials shall comply with requirements specified above for fire-retardant-treated lumber and plywood by pressure process after being subjected to accelerated weathering according to ASTM D 2898. Use for exterior locations and where indicated.
5. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3201 at 92 percent relative humidity. Use where exterior type is not required.
6. Design Value Adjustment Factors: Treated lumber shall be tested according ASTM D 5664 and design value adjustment factors shall be calculated according to ASTM D 6841. For enclosed roof framing, framing in attic spaces, and where high temperature fire-retardant treatment is indicated, provide material with adjustment factors of not less than 0.85 modulus of elasticity and 0.75 for extreme fiber in bending for Project's climatological zone.
7. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Kiln-dry plywood after treatment to maximum moisture content of 15 percent.
8. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.
9. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece.
10. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not bleed through, contain colorants, or otherwise adversely affect finishes.
11. Application: Treat items indicated on Drawings, and the following:
 - a. Framing and plywood decking for raised platforms.
 - b. Framing and plywood decking for stages.

- c. Plywood roof sheathing
- d. Concealed blocking.
- e. Framing for non-load-bearing partitions.
- f. Framing for non-load-bearing exterior walls.
- g. Roof construction.
- h. Plywood backing panels.

PART 3 - EXECUTION

3.1 INSTALLATION

A. GENERAL

1. Discard units of material with defects which might impair quality of work, and units which are too small to use in fabricating work with minimum joints or optimum joint arrangement.
2. Set carpentry work to required levels and lines, with members plumb and true to line and cut and fitted.
3. Securely attach carpentry work to substrate by anchoring and fastening as shown and as required by recognized standards. Countersink nail heads on exposed carpentry work and fill holes.
4. Use common wire nails, except as otherwise indicated. Use finishing nails for finish work. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood; predrill as required.

B. WOOD GROUNDS, NAILERS, BLOCKING AND SLEEPERS

1. Provide wherever shown and where required for screeding or attachment of other work. Form to shapes as shown and cut as required for true line and level of work to be attached. Coordinate location with other work involved.
2. Attach to substrates as required to support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise indicated. Build into masonry during installation of masonry work. Where possible, anchor to formwork before concrete placement.
3. Provide permanent grounds of dressed, preservative treated, key beveled lumber not less than 1 1/2" wide and of thickness required to bring face of ground to exact thickness of finish material involved. Remove temporary grounds when no longer required.

C. WOOD FURRING

1. Install plumb and level with closure strips at edges and openings. Shim with wood as required for tolerance of finished work.

2. Furring to Receive Gypsum Drywall: Unless otherwise indicated, provide 1" x 4" furring at 16" o.c., vertically.
3. Suspended Furring: Provide size and spacing shown, including hangers and attachment devices. Level to a tolerance of 1/8" in 10'.

3.2 WOOD FRAMING

A. GENERAL

1. Provide framing members of sizes and on spacings shown, and frame openings as shown, or if not shown, comply with recommendations of "Manual for House Framing" of National Forest Products Association (N.F.P.A.). Do not splice structural members between supports.
2. Anchor and nail as shown, and to comply with "Recommended Nailing Schedule" of "Manual for House Framing" and "National Design Specifications for Wood Construction published by N.F.P.A.
3. Firestop concealed spaces of wood framed walls and partitions at each floor level and at the ceiling line of the top story. Where firestops are not automatically provided by the framing system used, use closely fitted wood blocks of nominal 2" thick lumber of the same width as framing members.

3.3 RAFTER AND CEILING FLOOR JOIST FRAMING

- A. Ceiling Joists: General: Provide framing of sizes and spacings shown. Install with crown edge up and support ends of each member with not less than 1 1/2" of bearing on wood or metal, or 3" on masonry. Attach to wood bearing members by toe nailing or metal connectors; frame to wood supporting members with wood ledgers as shown, or if not shown, with metal connectors. Fire cut members built into masonry (if any). Frame openings with headers and trimmers supported by metal joist hangers; double headers and trimmers where span of header exceeds 4'. Do not notch in middle third of joists; limit notches to 1/6 depth of joist, 1/3 at ends. Do not bore holes larger than 1/3 depth of joist or locate closer than 2" from top or bottom. Provide solid blocking (2" thick by depth of joist) at ends of joists unless nailed to header or brand member.
- B. Where principal ceiling joists are at right angles to rafters, frame as indicated with additional short joists from wall plate to first joist; nail to ends of rafters and to top plate and nail to long joists or anchor with framing anchors or metal straps. Provide 1 x 8 or 2 x 4 stringers spaced 4' o.c. crosswise over principal ceiling joists.
- C. RAFTER FRAMING: Provide member size and spacing shown. Notch to fit exterior wall plates and toe nail or use special metal framing anchors. Double rafters to form headers and trimmers at openings in roof framing (if any), and support with metal hangers. Where rafters abut at ridge, place directly opposite each other and nail to ridge member or use metal ridge hangers.
- D. At valleys, provide valley rafter of size shown, or if not shown, provide rafter twice as thick as regular rafters and 2" deeper. Bevel ends of jack rafters for full bearing against valley rafter.

- E. At hips, provide hip rafters of size shown, or if not shown, provide of same thickness as regular rafters and 2" deeper. Bevel ends of jack rafters for full bearing against hip rafters.

END OF SECTION

SECTION 07 21 00 - INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK:

- A. Extent of insulation work is shown on drawings, and indicated by provisions of this section.
- B. Applications of insulation specified in this section include the following:
 - 1. Blanket-type building insulation.

1.3 QUALITY ASSURANCE:

- A. Thermal Resistivity: Where thermal resistivity properties of insulation materials are designated by r-values they represent the rate of heat flow through a homogeneous material exactly 1" thick, measured by test method included in referenced material standard or otherwise indicated. They are expressed by the temperature difference in degrees F between the two exposed faces required to cause one BTU to flow through one square foot per hour at mean temperatures indicated.

1.4 SUBMITTALS:

- A. Product Data: Submit manufacturer's product literature and installation instructions for each type of insulation.

1.5 DELIVERY, STORAGE, AND HANDLING:

- A. General Protection: Protect insulations from physical damage and from becoming wet, soiled, or covered with ice or snow. Comply with manufacturer's recommendations for handling, storage, and protection during installation.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:

1. Manufacturers of Glass Fiber Insulation:
 - a. CertainTeed Corp.
 - b. Knauf Fiber Glass GmbH
 - c. Manville Corp.
 - d. Owens-Corning Fiberglas Corp.

2.2 INSULATING MATERIALS:

- A. General: Provide insulating materials which comply with requirements indicated for materials, compliance with referenced standards, and other characteristics.
 1. Preformed Units: Size to fit applications indicated, selected from manufacturer's standard thicknesses, widths and lengths.
- B. Un-faced Glass Fiber Blanket/Batt Insulation: Thermal insulation produced by combining mineral fibers manufactured from glass with thermosetting resins to comply with ASTM C 665 for Type I.
- C. Kraft Faced Glass Fiber Blanket/Batt Insulation: Thermal insulation produced by combining glass fibers manufactured with thermosetting resins to comply with ASTM C 665 for Type II, Class C .

2.3 AUXILIARY INSULATING MATERIALS:

- A. Adhesive for Bonding Insulation: Type recommended by insulation manufacturer, and complying with requirements for fire performance characteristics.
- B. Mechanical Anchors: Type and size as recommended by insulation manufacturer for type of application and condition of substrate.

PART 3 - EXECUTION

3.1 INSPECTION AND PREPARATION:

- A. Require Installer to examine substrates and conditions under which insulation work is to be performed. A satisfactory substrate is one that complies with requirements of the section in which substrate and related work is specified. Obtain Installer's written report listing conditions detrimental to performance of work in this section. Do not proceed with installation of insulation until unsatisfactory conditions have been corrected.
- B. Clean substrates of substances harmful to insulations or vapor retarders, including removal of projections which might puncture vapor retarders.

3.2 INSTALLATION, GENERAL:

- A. Comply with manufacturer's instructions for particular conditions of installation in each case. If printed instructions are not available or do not apply to project conditions, consult

manufacturer's technical representative for specific recommendations before proceeding with work.

- B. Extend insulation full thickness as shown over entire area to be insulated. Cut and fit tightly around obstructions, and fill voids with insulation. Remove projections which interfere with placement.
- C. Apply a single layer of insulation of required thickness, unless otherwise shown or required to make up total thickness.

3.3 INSTALLATION OF GENERAL BUILDING INSULATION:

- A. Apply insulation units to substrate by method indicated, complying with manufacturer's recommendations. If no specific method is indicated, bond units to substrate with adhesive or use mechanical anchorage to provide permanent placement and support of units.

3.4 PROTECTION:

- A. General: Protect installed insulation and vapor retarders from harmful weather exposures and from possible physical abuses, where possible by non-delayed installation of concealing work or, where that is not possible, by temporary covering or enclosure.

END OF SECTION

SECTION 07 41 13 – STANDING SEAM METAL ROOF

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Snap joint-seamed, standing seam metal roof panels, with related metal trim and accessories.

1.2 RELATED REQUIREMENTS

- A. Division 06 Section "Sheathing" for sheathing substrate for metal roof panels.
- B. Division 07 Section "Thermal Insulation" for thermal insulation installed under metal panels.
- C. Division 07 Section "Sheet Metal Flashing and Trim" for formed sheet metal copings, flashings, reglets, and roof drainage items in addition to items specified in this Section.
- D. Division 07 Section "Joint Sealants" for field-applied joint sealants.

1.3 REFERENCES

- A. American Architectural Manufacturer's Association (AAMA): www.aamanet.org:
 - 1. AAMA 621 - Voluntary Specifications for High Performance Organic Coatings on Coil Coated Architectural Hot Dipped Galvanized (HDG) & Zinc-Aluminum Coated Steel Substrates.
 - 2. AAMA 809.2 - Voluntary Specification Non-Drying Sealants.
- B. American Society of Civil Engineers (ASCE): www.asce.org/codes-standards:
 - 1. ASCE 7 - Minimum Design Loads for Buildings and Other Structures.
- C. ASTM International (ASTM): www.astm.org:
 - 1. ASTM A 653 - Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - 2. ASTM A 755 - Specification for Steel Sheet, Metallic Coated by the Hot-Dip Process and Prepainted by the Coil-Coating Process for Exterior Exposed Building Products.
 - 3. ASTM A 792/A 792M - Standard Specification for Steel Sheet, 55 % Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
 - 4. ASTM A 980 - Standard Specification for Steel, Sheet, Carbon, Ultra High Strength Cold Rolled.
 - 5. ASTM C 645 - Specification for Nonstructural Steel Framing Members.
 - 6. ASTM C 920 - Specification for Elastomeric Joint Sealants.
 - 7. ASTM D 226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
 - 8. ASTM D 2244 - Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.
 - 9. ASTM D 4214 - Test Methods for Evaluating Degree of Chalking of Exterior Paint Films.
 - 10. ASTM E 1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.
 - 11. ASTM E 1980 - Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces.

D. International Accreditation Service (IAS):

1. IAS AC 472 - Accreditation Criteria for Inspection Programs for Manufacturers of Metal Building Systems, Part B.

E. Underwriters Laboratories, Inc. (UL): www.ul.com:

1. UL 580 - Tests for Uplift Resistance of Roof Assemblies

1.4 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Prior to erection of framing, conduct preinstallation meeting at site attended by Owner, Architect, manufacturer's technical representative, inspection agency and related trade contractors.

1. Coordinate building framing in relation to metal panel system.
2. Coordinate openings and penetrations of metal panel system.
3. Coordinate work of Division 07 Sections "Roof Specialties" and "Roof Accessories" and openings and penetrations and manufacturer's accessories with installation of metal panels.

1.5 QUALITY ASSURANCE

A. Manufacturer/Source: Provide metal roof panel assembly and accessories from a single manufacturer providing fixed-base roll forming, and accredited under IAS AC 472 Part B.

B. Manufacturer Qualifications: Approved manufacturer listed in this Section with minimum five years experience in manufacture of similar products in successful use in similar applications.

C. Installer Qualifications: Experienced Installer certified by metal panel manufacturer with minimum of five years experience with successfully completed projects of a similar nature and scope.

1. Installer's Field Supervisor: Experienced mechanic certified by metal panel manufacturer supervising work on site whenever work is underway.

1.6 ACTION SUBMITTALS

A. Product Data: Manufacturer's data sheets for specified products.

B. Shop Drawings: Show layouts of metal panels. Include details of each condition of installation, panel profiles, and attachment to building. Provide details at a minimum scale 1-1/2-inch per foot showing edge conditions, joints, fastener and sealant placement, flashings, openings, penetrations, roof accessories, lightning arresting equipment, and special details. Make distinctions between factory and field assembled work.

1. Indicate points of supporting structure that must coordinate with metal panel system installation.
2. Include data indicating compliance with performance requirements.
3. Include structural data indicating compliance with requirements of authorities having jurisdiction.

C. Samples for Initial Selection: For each exposed product specified including sealants. Provide representative color charts of manufacturer's full range of colors.

- D. Samples for Verification: Provide section of each metal panel profile. Provide color chip verifying color selection.

1.7 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: Indicating compliance of products with requirements, witnessed by a professional engineer.
- B. Qualification Information: For Installer firm and Installer's field supervisor.
- C. IAS Accreditation Certificate: Indicating that manufacturer is accredited under provisions of IAS AC 472.
- D. Manufacturer's Warranty: Sample copy of manufacturer's standard warranty.

1.8 CLOSEOUT SUBMITTALS

- A. Maintenance data.
- B. Manufacturer's Warranty: Executed copy of manufacturer's standard warranty.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Protect products of metal panel system during shipping, handling, and storage to prevent staining, denting, deterioration of components or other damage. Protect panels and trim bundles during shipping.
 - 1. Deliver, unload, store, and erect metal panel system and accessory items without misshaping panels or exposing panels to surface damage from weather or construction operations.
 - 2. Store in accordance with Manufacturer's written instructions. Provide wood collars for stacking and handling in the field.

1.10 COORDINATION

- A. Coordinate sizes, profiles, and locations of roof curbs and other roof-mounted equipment and roof penetrations, based upon sizes of actual selected equipment.

1.11 WARRANTY

- A. Special Manufacturer's Warranty: On manufacturer's standard form, in which manufacturer agrees to repair or replace metal panel assemblies that fail in materials and workmanship within one year from date of Substantial Completion.
- B. Special Panel Finish Warranty: On Manufacturer's standard form, in which Manufacturer agrees to repair or replace metal panels that evidence deterioration of factory-applied finish within 25 years from date of Substantial Completion, including:
 - 1. **Fluoropolymer Two- Coat System:**
 - a. Color fading in excess of 5 Hunter units per ASTM D 2244.
 - b. Chalking in excess of No. 8 rating per ASTM D 4214.
 - c. Failure of adhesion, peeling, checking, or cracking.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Basis of Design Manufacturer: **MBCI Metal Roof and Wall Systems, Division of NCI Group, Inc.**; Houston TX. Tel: (877) 713-6224; Email: info@mbci.com; Web: www.mbc.com.
1. Provide basis of design product or an approved equal from the following manufacturers:
 - a. Berridge Manufacturing Co.
 - b. Petersen Aluminum Corporation "Pac-Clad"

2.2 PERFORMANCE REQUIREMENTS

- A. General: Provide metal roof panel system meeting performance requirements as determined by application of specified tests by a qualified testing facility on manufacturer's standard assemblies.
- B. Structural Performance: Provide metal panel assemblies capable of withstanding the effects of indicated loads and stresses within limits and under conditions indicated:
1. Wind Loads: Determine loads based on uniform pressure, importance factor, exposure category, and basic wind speed for the project location.
 - a. Wind Uplift Testing: Certify capacity of metal panels by actual testing of proposed assembly per ASTM E 1592.
 2. Deflection Limits: Withstand inward and outward wind-load design pressures in accordance with applicable building code with maximum deflection of 1/180 of the span with no evidence of failure.
 3. Seismic Performance: Comply with ASCE 7, Section 9, "Earthquake Loads."
- C. Wind Uplift Resistance: Comply with UL 580 for wind-uplift class UL-90.
- D. Thermal Movements: Allow for thermal movements from variations in both ambient and internal temperatures. Accommodate movement of support structure caused by thermal expansion and contraction. Allow for deflection and design for thermal stresses caused by temperature differences from one side of the panel to the other.

2.3 METAL ROOF PANELS

- A. Mechanically-seamed, Concealed Fastener, Metal Roof Panels: Structural metal roof panel consisting of formed metal sheet with vertical ribs at panel edges, installed by lapping and mechanically interlocking edges of adjacent panels, and attaching panels to supports using concealed clips and fasteners in a weathertight installation.
1. Basis of Design: **MBCI, LokSeam**, www.mbc.com/lokseam.html.
 2. **Aluminum-Zinc Alloy-Coated Steel Sheet:** ASTM A 792/A 792M, structural quality, Grade 50, Coating Class AZ50 pre-painted by the coil-coating process per ASTM A 755/A 755M.
 - a. Nominal Coated Thickness: 24 gage.
 - b. Panel Surface: Smooth with striations in pan.
 - c. Exterior Finish: Fluoropolymer two-coat system.
 - d. Color: As selected by Architect from manufacturer's standard colors.
 3. Panel Width: 16 inches.

4. Panel Seam Height: 1.75 inch.
5. Joint Type: Snap joint-seamed.

2.4 SELF ADHERED UNDERLAYMENT

- A. **Self-Adhering, High-Temperature Underlayment:** Cold-applied sheet underlayment minimum 30 mills thick, consisting of slip-resistant, polyethylene-film top surface laminated to a layer of butyl or SBS-modified asphalt adhesive, with release-paper backing. Provide primer when recommended by underlayment manufacturer for substrate.
 1. Acceptable Products:
 - a. GCP Industries; Grace Ice & Water Shield HT
 - b. Carlisle; WIP 300HT
 - c. Or an approved equal

2.5 METAL ROOF PANEL ACCESSORIES

- A. General: Provide complete metal roof panel assembly incorporating trim, copings, fasciae, gutters and downspouts, and miscellaneous flashings, in manufacturer's standard profiles or as otherwise indicated in the drawings. Provide required fasteners, closure strips, thermal spacers, splice plates, support plates, and sealants as indicated in manufacturer's written instructions.
- B. Flashing and Trim: Match material, thickness, and finish of metal panel face sheet.
- C. Panel Clips: ASTM C 645, with ASTM A 653/A 653M, G90 hot-dip galvanized zinc coating, configured for concealment in panel joints, and identical to clips utilized in tests demonstrating compliance with performance requirements.
- D. Panel Fasteners: Self-tapping screws and other acceptable corrosion-resistant fasteners recommended by roof panel manufacturer. Where exposed fasteners cannot be avoided, supply fasteners with EPDM or neoprene gaskets, with heads matching color of metal panels by means of factory-applied coating.
- E. Joint Sealers: Manufacturer's standard or recommended liquid and preformed sealers and tapes, and as follows:
 1. Factory-Applied Seam Sealant: Manufacturer's standard hot-melt type.
 2. Tape Sealers: Manufacturer's standard non-curing butyl tape, AAMA 809.2.
 3. Concealed Joint Sealant: Non-curing butyl, AAMA 809.2.
- F. **Steel Sheet Miscellaneous Framing Components:** ASTM C 645, with ASTM A 653/A 653M, G60 hot-dip galvanized zinc coating.
- G. **Roof Accessories:** Approved by metal roof panel manufacturer for compatibility with roof system.

2.6 FABRICATION

- A. General: Provide **factory fabricated and finished** metal panels and accessories meeting performance requirements, indicated profiles, and structural requirements.
- B. Fabricate metal panel joints configured to accept factory-applied sealant providing weathertight seal and preventing metal-to-metal contact and minimizing noise resulting from thermal movement.

- C. Form panels in continuous lengths for full length of detailed runs, except where otherwise indicated on approved shop drawings.
- D. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's written instructions, approved shop drawings, and project drawings. Form from materials matching metal panel substrate and finish.

2.7 FINISHES

- A. Finishes, General: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
- A. **Fluoropolymer Two-Coat System:** 0.2 – 0.3 mil primer with 0.7 - 0.8 mil 70 percent PVDF fluoropolymer color coat, AAMA 621, meeting solar reflectance index requirements.
 - 1. Basis of Design: **MBCI, Signature 300.**
- B. Interior Finish: 0.5 mil manufacturer's standard light-colored acrylic or polyester backer finish.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine metal panel system substrate and supports with Installer present. Inspect for erection tolerances and other conditions that would adversely affect installation of metal panel installation.
 - 1. Inspect metal panel support substrate to determine if support components are installed as indicated on approved shop drawings. Confirm presence of acceptable supports at recommended spacing to match installation requirements of metal panels.
 - 2. Panel Support Tolerances: Confirm that panel supports are within tolerances acceptable to metal panel system manufacturer but not greater than the following:
 - a. 1/4 inch in 20 foot in any direction.
 - b. 3/8 inch over any single roof plane.
- B. Correct out-of-tolerance work and other deficient conditions prior to proceeding with insulated metal roof panel system installation.

3.2 PREPARATION

- A. **Miscellaneous Supports:** Install subframing, girts, furring, and other miscellaneous panel support members according to ASTM C 754 and manufacturer's written instructions. Roof curbs and other mounted accessories shall be constructed such that they are securely reinforced and supported by structural framing members.
- B. **Self-Adhering Sheet Underlayment:** Apply in accordance with underlayment manufacturer's written instructions; apply primer if required. Roll laps with roller.
 - 1. Apply over the entire roof surface and as indicated below except where otherwise indicated in manufacturer's instructions or as directed by the Architect:
 - a. Roof perimeter for a distance up from eaves of 24 inches beyond interior wall line.

- b. Valleys, from lowest point to highest point, for a distance on each side of 18 inches.
 - c. Rake edges for a distance of 18 inches.
 - d. Hips and ridges for a distance on each side of 18 inches.
 - e. Roof-to-wall intersections for a distance from wall of 18 inches.
 - f. Around roof penetrating elements for a distance from element of 18 inches.
- C. Flashings: Provide flashings as required to complete metal roof panel system. Install in accordance with Section 07 62 00 "Sheet Metal Flashing and Trim" and approved shop drawings.

3.3 METAL PANEL INSTALLATION

- A. Snap-Joint-Seamed, Standing Seam Metal Roof Panels: Install weathertight metal panel system in accordance with manufacturer's written instructions, approved shop drawings, and project drawings. Install metal roof panels in orientation, sizes, and locations indicated, free of waves, warps, buckles, fastening stresses, and distortions. Anchor panels and other components securely in place. Provide for thermal and structural movement.
- B. Attach panels to supports using clips, screws, fasteners, and sealants recommended by manufacturer and indicated on approved shop drawings.
 - 1. Fasten metal panels to supports with concealed clips at each location indicated on approved shop drawings, with spacing and fasteners recommended by manufacturer.
 - 2. Snap Joint: Nest standing seams and fasten together by interlocking and completely engaging factory-applied sealant.
 - 3. Provide weatherproof jacks for pipe and conduit penetrating metal panels of types recommended by manufacturer.
 - 4. Dissimilar Materials: Where elements of metal panel system will come into contact with dissimilar materials, treat faces and edges in contact with dissimilar materials as recommended by manufacturer.

3.4 ACCESSORY INSTALLATION

- A. General: Install metal panel trim, flashing, and accessories using recommended fasteners and joint sealers, with positive anchorage to building, and with weather tight mounting. Provide for thermal expansion. Coordinate installation with flashings and other components.
 - 1. Install components required for a complete metal panel assembly, including trim, copings, flashings, sealants, closure strips, and similar items.
 - 2. Comply with details of assemblies utilized to establish compliance with performance requirements and manufacturer's written installation instructions.
 - 3. Provide concealed fasteners except where noted on approved shop drawings.
 - 4. Set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently weather resistant.
- B. Joint Sealers: Install joint sealers where indicated and where required for weathertight performance of metal panel assemblies, in accordance with manufacturer's written instructions.
 - 1. Prepare joints and apply sealants per requirements of Division 07 Section "Joint Sealants."

3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage an independent testing and inspecting agency acceptable to Architect to perform field tests and inspections and to prepare test reports.

3.6 CLEANING AND PROTECTION

- A. Remove temporary protective films immediately in accordance with metal roof panel manufacturer's instructions. Clean finished surfaces as recommended by metal roof panel manufacturer.
- B. Replace damaged panels and accessories that cannot be repaired to the satisfaction of the Architect.

END OF SECTION

SECTION 07 50 01 – ROOFING REMOVAL AND DECK PREPARATION

PART 1 – GENERAL

1.1 GENERAL

- A. Work generally includes carefully removing existing roof membrane system, as specified, down to existing deck; removing vent and piping flashing at penetrations through roof; removing base and counter-flashing; removing gutter and downspouts; placing existing roof deck in condition to receive new roofing system; and related items required to complete deck preparation.

1.2 QUALITY ASSURANCE

- A. Work must be accomplished by Contractor with proper equipment and personnel experienced in this type work on comparable structure.
- B. Demonstrate dependability of equipment and proposed techniques to Architect's satisfaction.

1.3 SUBMITTALS

- A. Procedures: Submit removal procedures and operational sequence for review and acceptance by Architect, including:
 - 1. Removal methods including protection of public area and existing building surfaces against damage.
 - 2. Coordination of activities to minimize interference with public and related work of other trades.
- B. Coordination: Submit written request for inspection to Architect designating data and time each portion of each roof will be removed, including coordination with new roofing membrane installation.

1.4 ENVIRONMENT

- A. Carefully coordinate work of this section with installation of new insulation and roofing system.
- B. Employ all reasonable measure to protect buildings and contents from damage by entrance of rain water during execution of work.
- C. Only remove roofing in dry weather, when ambient temperature is predicted to remain above 40 degrees F. during reroofing operations.

1.5 PROTECTION

- A. Provide barricades and other protective devices required for protection of general public, Owner's employees and properties.
- B. Provide suitable working area for equipment and storage area for equipment and storage area for removed materials.
- C. Before starting roofing removal, protect in approved manner all paving, grounds, and face of building walls adjacent to debris chutes, hoist and related equipment.
- D. Maintain protection in place during entire time of each roofing work.
- E. Restore to original condition or replace work or materials damaged during work.

PART 2 – PRODUCTS

2.1 EQUIPMENT AND MATERIALS

- A. Utilize equipment of smallest practicable size to accomplish work required.
- B. Furnish any necessary materials required for completion of this work to specification requirements for similar products and compatible with other related products required.

PART 3 – EXECUTION

3.1 CONDITION OF SURFACES

- A. BUILDINGS: Remove existing roofing, underlayment, and existing decking in its entirety. Salvage and reposition existing batt insulation which is suitable for re-use.
- B. REPORTS: Report to Architect any exposed framing, insulation, or other conditions and materials found in unacceptable state to receive new roofing system installation specified for this project.
- C. REMOVALS: Remove materials as required to facilitate proper placement of new work indicated. Remove deteriorated decking blocking or cant strips found in unacceptable state to receive specified new roofing system.
- D. SCHEDULES: Schedule work on each roof area with reroofing immediately following removal of existing system. To minimize building and contents exposure to weather, do not remove more roofing than can be reroofed in the same day.
- E. PROTECTION: Where building is exposed to weather by removal of existing roof membrane, provide roof surfaces with adequate temporary protection.

3.2 GUTTERS AND DOWNSPOUTS

- A. Protect existing drainage system from waste build-up and material run-off.

- B. Provide adequate, but easily removed, temporary plugs set into downspouts that may be removed to allow water (only) to drain freely.
- C. Check gutters and downspouts upon completion of work that the entire drainage system above grade are operable and remove obstructions to provide free running drainage.
- D. Remove gutters and downspouts from buildings as indicated, taking necessary care and precautions for those that are to be re.-used, any gutters and downspouts damaged shall be repaired or replaced at no cost to owner.

3.3 FIELD QUALITY CONTROL

- A. All materials removed become contractor's property unless otherwise noted.
- B. Do not allow debris to accumulate on roof and do not throw any debris from roof of building.
- C. Do not allow removed debris to stock pile on roof in manner that could overload roof structure capability.

3.4 TRANSPORT DEBRIS TO GROUND LEVEL

- A. In area acceptable to and designated by Owner.
- B. By conveyors or chutes as soon as possible after removal.
- C. Remove from site as debris accumulates.

3.5 FINAL CLEANING

- A. Upon completion of demolition work, remove all materials, tools, and equipment and all debris from premises. Leave entire area clean and in first class condition.
- B. Replace damaged work to match original condition.
- C. Report damage to Architect for directives on remedial work, paint types, materials, and related conditions.

END OF SECTION

SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 SUMMARY:

- A. This Section includes sheet metal flashing and trim in the following categories:
 - 1. Roof Drainage Systems
 - a. Exposed trim, Roof Edge Trim, and fascia.
 - b. Metal flashing.
 - c. Reglets.
 - d. Precast Concrete Splash Blocks
- B. Related Sections: The following Sections contain requirements that relate to this Section:
- C. Division 4 Sections for through-wall flashing and other integral masonry flashings specified as part of masonry work.
- D. Division 7 Section "Roof Accessories" for set-on-type curbs, equipment supports, roof hatches, vents, and other manufactured roof accessory units.
- E. Division 7 Section "Joint Sealants" for elastomeric sealants.
- F. Division 7 Roofing Sections for flashing and roofing accessories installed integral with roofing membrane as part of roofing-system work.

1.3 PERFORMANCE REQUIREMENTS

- A. General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing.
- B. Fabricate and install flashings at roof edges to comply with recommendations of FM Loss Prevention Data Sheet 1-49 for the following wind zone:
 - 1. Wind Zone 2: Wind pressures of 31 to 45 psf.

1.4 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.

- B. Product Data including manufacturer's material and finish data, installation instructions, and general recommendations for each specified flashing material and fabricated product.
- C. Shop Drawings of each item specified showing layout, profiles, methods of joining, and anchorage details.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has completed sheet metal flashing and trim work similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.
- B. Mockups: Prior to installing sheet metal flashing and trim, construct mockups indicated to verify selections made under Sample submittals and to demonstrate aesthetic effects as well as qualities of materials and execution. Build mockups to comply with the following requirements, using materials indicated for final unit of Work.
 - 1. Locate mockups on-site in the location and of the size indicated or, if not indicated, as directed by Architect.
 - 2. Construct mockups for the following type of sheet metal flashing and trim:
 - a. Gutters and downspouts.
 - b. Conductor heads.
 - c. Scuppers.
 - d. Exposed trim, Roof Edge Trim, and fascia.
 - e. Copings.
 - 3. Obtain Architect's approval of mockups before start of final unit of Work.
 - 4. Retain and maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 - 5. When directed, demolish and remove mockups from Project site.
 - 6. Approved mockups in an undisturbed condition at the time of Substantial Completion may become part of the completed Work.

1.6 PROJECT CONDITIONS

- A. Coordinate Work of this Section with interfacing and adjoining Work for proper sequencing of each installation. Ensure best possible weather resistance, durability of Work, and protection of materials and finishes.

PART 2 - PRODUCTS

2.1 METALS

- A. Note: All metals provided shall be supplied by roofing manufacturer and/or approved by roofing manufacturer for incorporation into the roofing system which allows metal flashing to be included in the roofing membrane guarantee and carry the same guarantee as the roof. Adjustment of material and material thickness listed as follows may require adjustment to obtain requirements for inclusion in the roofing system guarantee. These adjustments shall be made at no additional cost to the owner.
- B. Copper: ASTM B 370; temper H00, cold rolled except where temper 060 is required for forming; not less than 16 oz./sq. ft. (0.55 mm thick), unless otherwise indicated.
- C. Stainless-Steel Sheet: ASTM A 167, Type 304, soft annealed, with No. 2D finish, except where harder temper is required for forming or performance; minimum 0.0187 inch thick, unless otherwise indicated.
- D. Coil-Coated Galvanized Steel Sheet: Zinc-coated, commercial-quality steel sheet conforming to ASTM A 755, G 90 (ASTM A 755M, Z 275) coating designation, coil coated with high-performance fluoropolymer coating as specified in "Coil-Coated Galvanized Steel Sheet Finish" Article; not less than 0.0336 inch (0.85 mm) thick, unless otherwise indicated.
- E. Lead Sheet: ASTM B 749, Type L51121, copper-bearing lead sheet, with minimum thickness of 0.0625 inch (1.6 mm) except not less than 0.0937 inch (2.4 mm) thick for applications where burning (welding) is involved.

2.2 REGLETS

- A. General: Units of type, material, and profile indicated, formed to provide secure interlocking of separate reglet and counterflashing pieces and compatible with flashing indicated.
- B. Counterflashing Wind-Restraint Clips: Provide clips to be installed before counterflashing to prevent wind uplift of the counterflashing lower edge.
 - 1. Material: Stainless steel, 0.0187 inch thick.
 - 2. Material: Copper, 16 oz./sq. ft.
 - 3. Material: Aluminum, 0.024 inch thick.
- C. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Fry Reglet
 - 2. Hickman: W. P. Hickman Co.
 - 3. Keystone Flashing Company.
 - 4. Imetco

2.3 MISCELLANEOUS MATERIALS AND ACCESSORIES

- A. Burning Rod for Lead: Same composition as lead sheet.
- B. Solder: ASTM B 32, Grade Sn50, used with rosin flux.
- C. Stainless-Steel Welding Rods: Type recommended by stainless-steel sheet manufacturer for type of metal sheets furnished.
- D. Fasteners: Same metal as sheet metal flashing or other noncorrosive metal as recommended by sheet metal manufacturer. Match finish of exposed heads with material being fastened.
- E. Asphalt Mastic: SSPC-Paint 12, solvent-type asphalt mastic, nominally free of sulfur and containing no asbestos fibers, compounded for 15-mil dry film thickness per coat.
- F. Mastic Sealant: Polyisobutylene; non-hardening, non-skinning, nondrying, non-migrating sealant.
- G. Elastomeric Sealant: Generic type with requirements for joint sealants as specified in Division 7 Section "Joint Sealants."
- H. Epoxy Seam Sealer: 2-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior and interior nonmoving joints, including riveted joints.
- I. Adhesives: Type recommended by flashing sheet metal manufacturer for waterproof and weather-resistant seaming and adhesive application of flashing sheet metal.
- J. Paper Slip Sheet: 5-lb./square (0.244 kg/sq. m) red rosin, sized building paper conforming to FS UU-B-790, Type I, Style 1b.
- K. Polyethylene Underlayment: ASTM D 4397, minimum 6-mil- (0.15- mm-) thick black polyethylene film, resistant to decay when tested according to ASTM E 154.
- L. Metal Accessories: Provide sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of Work, matching or compatible with material being installed; noncorrosive; size and thickness required for performance.
- M. Gutter Screen: ¼-inch (6 mm) hardware cloth installed in sheet metal frames. Fabricate screen and frame of same basic material as gutters and downspouts.
- N. Precast Concrete Splash Block: Standard water diverting units.
- O. Roofing Cement: ASTM D 4586, Type I, asbestos free, asphalt based.

2.4 FABRICATION, GENERAL

- A. Sheet Metal Fabrication Standard: Fabricate sheet metal flashing and trim to comply with recommendations of SMACNA's "Architectural Sheet Metal Manual" that apply to the design, dimensions, metal, and other characteristics of the item indicated.

- B. Comply with details shown to fabricate sheet metal flashing and trim that fit substrates and result in waterproof and weather-resistant performance once installed. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- C. Form exposed sheet metal Work that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems.
 - 1. Copings: Prefabricate internal and exterior corners
- D. Expansion Provisions: Space movement joints at maximum of 10 feet (3 m) with no joints allowed within 24 inches (610 mm) of corner or intersection. Where Lapped or bayonet-type expansion provisions in Work cannot be used or would not be sufficiently weatherproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25mm) deep, filled with mastic sealant (concealed within joints).
- E. Sealed Joints: Form non-expansion, but moveable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards.
- F. Separate metal from non-compatible metal or corrosive substrates by coating concealed surfaces at locations of contact with asphalt mastic or other permanent separation as recommended by manufacturer.
- G. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of sheet metal exposed to public view.
- H. Fabricate cleats and attachment devices from same material as sheet metal component being anchored or from compatible, noncorrosive metal recommended by sheet metal manufacturer.
 - 1. Size: As recommended by SMACNA manual or sheet metal manufacturer for application but never less than thickness of metal being secured.

2.5 SHEET METAL FABRICATIONS

- A. General: Fabricate sheet metal items in thickness or weight needed to comply with performance requirements but not less than that listed below for each application and metal.
- B. Gutters with Girth up to 20 Inches: Fabricate from the following material:
 - 1. Coil-Coated Galvanized Steel: 0.0276 inch (0.7 mm) thick. 24 g.
- C. Downspouts: Fabricate from the following material:
 - 1. Coil-Coated Galvanized Steel: 0.0217 inch (0.55 mm) thick. 26 g.
- D. Conductor Heads: Fabricate from the following material:
 - 1. Stainless Steel: 0.0156 inch (0.4 mm) thick. 28 g.
- E. Exposed Trim, Roof Edge Trim, and Fasciae: Fabricate from the following material:
 - 1. Coil Coated Galvanized Steel: 0.0276 inch (0.7mm) thick. 24 g.

- F. Base Flashing: Fabricate from the following material
 - 1. Stainless Steel: 0.0187 inch (0.5 mm) thick. 26 g.
- G. Counter Flashing, Reglets, and Wind-Restraint Clips: Fabricate from the following material:
 - 1. Stainless Steel: 0.0187 inch (0.5 mm) thick. 26 g.
- H. Flashing Receivers: Fabricate from the following material:
 - 1. Stainless Steel: 0.0156 inch (0.4 mm) thick. 28 g.
 - 2. Coil-Coated Galvanized Steel: 0.0217 inch (0.55 mm) thick. 26 g.
- I. Valley Flashing: Fabricate from the following material:
 - 1. Copper: 16 oz./sq. ft. (0.55 mm thick)
 - 2. Stainless Steel: 0.187 inch (0.5 mm) thick. 26 g.
- J. Drip Edges: Fabricate from the following material:
 - 1. Coil-Coated Galvanized Steel: 0.0217 inch (0.55 mm) thick. 26 g.
- K. Eave Flashing: Fabricate from the following material:
 - 1. Coil-Coated Galvanized Steel: 0.0217 inch (0.55 mm) thick. 26 g.
- L. Equipment Support Flashing: Fabricate from the following material:
 - 1. Stainless Steel: 0.0187 inch (0.5 mm) thick. 26 g.
- M. Roof-Penetration Flashing: Fabricate from the following material:
 - 1. Lead: 4.0 lb/sq. ft. (0.55 mm thick), hard tempered.
 - 2. Stainless Steel: 0.0187 inch (0.5 mm) thick. 26 g.

2.6 FINISH

- A. High-Performance Organic Coating Finish: Apply the following system by coil-coating process on galvanized steel sheet as recommended by coating manufacturers and applicator.
 - 1. Fluoropolymer 2-Coat Coating System: Manufacturer's standard 2-coat, thermocured system composed of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with AAMA 605.2.
 - a. Color and Gloss: As selected by Architect from manufacturer's full range of choices for color and gloss.

2. Resin Manufacturers: Subject to compliance with requirements, provide fluoropolymer coating systems containing resins produced by one of the following manufacturers:
 - a. Ausimont USA, Inc. (Hylar 5000)
 - b. Elf Atochem North America, Inc. (Kynar 500)
3. Coil-Coated Steel Sheet Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:
4. Coil-Coated Steel Sheet Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Sheffield Metals International
 - b. Atas Aluminum Corporation.
 - c. MM Systems Corporation.
 - d. Petersen Aluminum Corporation.
 - e. Vincent Metals.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions under which sheet metal flashing and trim are to be installed and verify that Work may properly commence. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Unless otherwise indicated, install sheet metal flashing and trim to comply with performance requirements, manufacture's installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Anchor units of Work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible., and set units true to line and level as indicated. Install Work with laps, joints, and seams that will be permanently watertight and weatherproof.
- B. Install exposed sheet metal Work that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- C. Roof-Edge Flashings: Secure metal flashings at roof edges according to FM Loss Prevention Data Sheet 1-49 for specified wind zone.
- D. Expansion Provisions: Provide for thermal expansion of exposed sheet metal Work. Space movement joints at maximum of 10 feet (3 m) with no joints allowed within 24 inches (610 mm) of corner or intersection. Where lapped or bayonet-type expansion provisions in Work cannot be used or would not be sufficiently weatherproof and waterproof, form expansion joints

of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with mastic sealant (concealed with joints).

- E. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches (38 mm), except where pre-tinned surface would show in finished Work.
 - 1. Do not solder the following metals:
 - a. Aluminum.
 - b. Coil-coated galvanized steel sheet.
 - 2. Pre-tinning is not required for the following metals:
 - a. Lead.
 - 3. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
- F. Sealed Joints: Form non-expansion, but movable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards. Fill joint with sealant and form metal to completely conceal sealant.
 - 1. Use joint adhesive for nonmoving joints specified not to be soldered.
- G. Seams: Fabricate nonmoving seams in sheet metal with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- H. Separations: Separate metal from non-compatible metal or corrosive substrates by coating concealed surfaces, at locations of contact, with asphalt mastic or other permanent separation as recommended by manufacturer.
 - 1. Underlayment: Where installing stainless steel or aluminum directly on cementitious or wood substrates, install a slip sheet of red-rosin paper and a course of polyethylene underlayment.
 - 2. Bed flanges of Work in a thick coat of roofing cement where required for waterproof performance.
- I. Install reglets to receive counterflashing according to the following requirements:
- J. Counter flashings: Coordinate installation of counter flashings with installation of assemblies to be protected by counterflashing. Install counter flashings in reglets or receivers. Secure in a waterproof manner by means of snap-in installation and sealant, lead wedges and sealant, interlocking folded seam, or blind rivets and sealant. Lap counterflashing joints a minimum of 2 inches (50 mm) and bed with sealant.
- K. Roof-Drainage System: Install drainage items fabricated from sheet metal, with straps, adhesives, and anchors recommended by SMACNA's Manual or the item manufacturer, to drain roof in the most efficient manner. Coordinate roof-drain flashing installation with roof-drainage system installation. Coordinate flashing and sheet metal items for steep-sloped roofs with roofing installation.

- L. Equipment Support Flashing: Coordinate equipment support flashing installation with roofing and equipment installation. Weld or seal flashing to equipment support member.
- M. Roof-Penetration Flashing: Coordinate roof-penetration flashing installation with roofing and installation of items penetrating roof. Install flashing as follows:
 - 1. Turn lead flashing down inside vent piping, being careful not to block vent piping with flashing.
 - 2. Seal and clamp flashing to pipes penetrating roof, other than lead flashing on vent piping.
- N. Install continuous gutter screens on gutters with noncorrosive fasteners, arranged as hinged units to swing open for cleaning gutters.

3.3 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces, removing substances that might cause corrosion of metal or deterioration of finishes.
- B. Provide final protection and maintain conditions that ensure sheet metal flashing and trim Work during construction is without damage or deterioration other than natural weathering at the time of Substantial Completion.

END OF SECTION

SECTION 07 92 00 - JOINT SEALERS

PART 1 - GENERAL

1. RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

2. DESCRIPTION OF WORK:

- A. The extent of each form and type of joint sealer is indicated on drawings and by provisions of this section.
- B. The applications for joint sealers as work of this section include the following:
 - 1. Wall joints (exterior and interior).
 - 2. Horizontal Surfaces.
 - 3. Flashing and coping joints.
- C. Refer to Division 8 sections for glazing requirements not work of this section.
- D. Refer to sections of Divisions 15 and 16 for joint sealers in mechanical and electrical work not work of this section.

4. QUALITY ASSURANCE:

- A. Applicator Qualifications: Contractor and job foreman must have a minimum of five (5) years experience installing sealant.
- B. Compatibility and Adhesion Tests: Contractor shall be responsible for verifying with sealant manufacturer that all sealants to be used are compatible with and will satisfactorily adhere to all substrates. Tests may be conducted in the field or by submission of representative substrate samples to sealant manufacturer's laboratory.
- C. Conduct the following Skin-Over Time/Elastomeric Test: For one-part sealant, a skin-over test and an elastomeric test should be performed once per week and on every new lot of sealant used. The purpose of this test is to check sealant working time and to ensure the sealant cures fully. Any great variation (excessively long times) in the skin-over time may indicate and out-of-life sealant. This test is performed as follows:
 - 1. Spread a 1/16" film of sealant on a sheet of polyethylene (a garbage bag works well).
 - 2. Every few minutes, touch the sealant film lightly with a tool.
 - 3. When the sealant does not adhere to the tool, the sealant has skinned over. Note the time required to reach this point. If a skin has to formed within - 3 hours, do not use this material; contact your Dow Corning Construction Field Specialist or distributor representative.

4. Allow the sealant to cure for 24 hours. After 24 hours, peel the sealant off of the polyethylene sheet. Stretch the sealant slowly to see that it has cured. If the sealant has not cured, contact your Sealant Manufacturer Field Specialist or distributor representative.
 5. Record the results in the Product Quality Control Log book. This testing must be completed and results recorded, retained and available for review upon request. (See "Project Specifications, Documentation and Warranties" for a sample log form and additional information.)
- D. Standard Field Adhesion Hand Pull Test: A field adhesion test is a simple screening procedure that may help detect application problems such as improper cleaning, use of improper primer, poor primer application or improper joint configuration. As a check for adhesion, a simple hand pull test is required at the job site after the sealant is fully cured (usually within 7 to 21 days). Field adhesion testing should be documented using the filed Adhesion Testing Log (see "Project Specifications, Documentation and Warranties"). It is suggested that 10 tests for the first 1000 feet and one test per thousand feet thereafter be submitted or one test per floor per elevation. The hand pull test procedure is as follows:
1. Make a knife cut horizontally from one side of the joint to the other.
 2. Make two vertical cuts (from the horizontal cut) approximately 3" long, at both sides of the joint.
 3. Place a 1" mark on the sealant tab.
 4. Grasp the 2" piece of sealant firmly just beyond the 1" mark and pull at a 90-degree angle.
 5. If dissimilar substrates are being sealed, check the adhesion of sealant to each substrate separately. This is accomplished by extending the vertical cut along one side of the joint, checking adhesion to the opposite side, and then repeating for the other surface.
 6. Pass / fail criteria for each sealant are as follows: If the sealant does not pass according to the guidelines provided, consult your local Field Specialist or distributor representative.
 7. Record the test results in a field adhesion test log.
- E. Repair of Sealant in Adhesion Test Area: Repair the sealant pulled from the test area by applying new sealant to the test area. Assuming good adhesion was obtained, use the same application procedure to repair the areas as was used to originally seal it. Care should be taken to ensure that the original sealant surfaces are clean and that the new sealant is in contact with the original sealant.
- F. Manufacturer: Sealant manufacturer shall have been in the business of producing the specified sealant types for a minimum of ten (10) years.
8. SUBMITTALS:
- A. Literature: Submit one copy of manufacturer's data sheets, standard color charts, installation instructions and field quality control test procedures for each sealant and primer to be used.
 - B. Warranty: Submit one copy of manufacturer's standard twenty (20) year product warranty and contractor's three-year workmanship warranty.

9. WARRANTY:

- A. Upon job completion, provide manufacturer's standard twenty (20) year product weather seal warranty.
- B. Upon job completion, provide contractor's three (3) year workmanship warranty.

10. DELIVERY, STORAGE, AND HANDLING:

- A. Deliver products in original factory packaging bearing identification of product, manufacturer, batch number, and expiration date as applicable. Provide Material Safety Data Sheets for each product.
- B. Store product in a location protected from freezing, damage, construction activity, precipitation and direct sunlight in strict accordance with manufacturer's recommendations.
- C. Condition products to approximately 60 to 70 degrees F for use in accordance with manufacturer's recommendations.

11. PROJECT CONDITIONS:

- A. Do not use products under conditions of precipitation or freezing weather. Use appropriate measures for protection and supplementary heating to ensure proper drying and curing conditions in accordance with manufacturer's recommendations if application during inclement weather occurs.
- B. Ensure substrate is dry.
- C. Protect all adjacent work from contamination due to mixing, handling, and application of sealants.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. Manufacturer's: Provide products by one of the following:
 - 1. Dow Corning
 - 2. General Electric
 - 3. Sonneborn
- B. Sealant #1: Dow Corning - 791 Silicone Weatherproofing Sealant, for anodized aluminum, mill finished aluminum, brick, concrete, enameled and reflective glass, glass, primed painted steel, fluorocarbon coated aluminum, steel, granite, limestone, marble, paint, plastic, stone, masonry metal, paint plastic, Polyester Powder coated Aluminum/steel, silicone, stainless steel, stone and wood. Color to be selected by Architect.

- C. Sealant #2: Dow Corning - 786 Mildew Resistant Sealant, for porcelain, glazed ceramic tile, mosaic floor tile, cultured marble. (e.g. bath, shower and other high moisture interior applications). Color to be selected by Architect.
- D. Sealant #3: Caulking Compound (for general applications) 1 part Architectural Acrylic Latex.
- E. Primer: Dow Corning - 1200 Prime Coat, primer to be applied to all exterior porous surfaces (i.e. brick). EIFS priming to be recommended by sealant manufacturer.
- F. Sealant #4: Sonneborn Sonolastic NP 1: Single component, non-sag polyurethane with plus or minus 25 percent movement capability for vertical joints.
- G. Sealant #5: Sonneborn Sonolastic SL 1: Single component, self-leveling polyurethane with plus or minus 25 percent movement capability for horizontal joints.
- H. Sealant #6: DAP Dynaflex 230 Premium Elastomeric Sealant ASTM C920 Class 25.
- I. Backer Rod: Closed cell polyethylene or Sof-Rod.
- J. Bond Breaker Tape: Pressure sensitive adhesive polyethylene, Teflon, or polyurethane foam tape where required.

PART 3 - EXECUTION

3.1 SEALANTS:

- A. Inspection:
 - 1. Installer must examine substrates, (joint surfaces) and conditions under which joint sealer work is to be performed, and verify that all joint surfaces are clean, sound, free of defects and that dimensions are within sealant manufacturer's size requirements. Commencement of sealant installation shall be evidence that contractor has verified compliance of existing conditions. Do not proceed with joint sealer work until unsatisfactory conditions have been corrected in a manner acceptable to installer.
 - 2. Protect all surroundings from primers and sealant to include, but not be limited to, windows, roofs, walkways, drives, and landscaping.
- B. Joint Preparation:
 - 1. Clean all joint surfaces of contaminants and impurities to the depth at which the new silicone sealant and backer materials are to be installed. This may be accomplished by several methods: Abrading with a wire brush (hand or power), grinding, saw cutting, or solvent cleaning. Follow solvent manufacturer's safe handling recommendations and local, state and federal regulations regarding solvent usage.
 - 2. Blow out all dust, loose particles and other debris using oil free compressed air.
- C. Installation:
 - 1. Solvent clean aluminum and any other non-porous surfaces with recommended solvent using the "Two Cloth Cleaning Method."

2. Apply primer according to manufacturer's instructions.
3. Install backer rod using blunt or rounded tools to assure uniform depth without puncturing or twisting. Closed cell rod shall be a minimum 20% oversized. Install bond breaker tape in shallow joints.
4. Mask or protect adjacent areas that are not to receive sealant.
5. Apply sealant in joints using a pressure gun with nozzle cut to appropriate size. Deposit sealant in a uniform and continuous bead with no gaps or air pockets.
6. Tool joint to required configuration with a blunt instrument as soon as possible after installation, but before sealant begins to skin over. Remove all masking materials immediately after tooling.

D. Locations:

1. These are the general purpose sealants for use of interior and exterior up to 1" in width. One of these sealants shall be used unless otherwise specified herein. The following list is not intended to be inclusive of every condition.
2. At both exterior and interior joints, and recesses formed where frames and subsills of windows, doors, louvers, vents and the like adjoin other materials.
3. Joints or recesses on exterior of building (including locations not specifically shown or specified) where sealing is required to prevent infiltration of water, moisture, insects, and wind through building exterior.
 - a. Masonry joints in which shelf angles occur.
 - b. Exterior face of expansion and control joints in exterior concrete or masonry walls.
 - c. Interior face of expansion joints in exterior masonry walls.
 - d. Interior face of control joints in exterior masonry walls.
 - e. Openings where pipes, conduits and similar items pass through exterior walls.
4. Metal reglets where required and lead caulking rope is not used, and elsewhere where flashing is penetrated by coping dowels.
 - a. Metal-to-metal joints where sealing or caulking is shown or necessary.
 - b. Metal to masonry where sealing or caulking is shown, specified, or necessary.
 - c. Joints occurring between ends of gravel stops, fascias and/or copings and adjacent walls.
 - d. Bottoms of exterior doorway frames.
5. Where sealant is shown on drawings except where sealing compounds for joints in horizontal surfaces and high temperature applications are specifically required.
 - a. Seats of metal thresholds for exterior doors.
 - b. All precast concrete joints.
6. Use Sealant #1 at all exterior vertical surfaces locations.
7. Use Sealant #2 at all interior wet areas.
8. Use Sealant #3 for the following interior applications:
 - a. Opening 1/8" and less between walls and partitions and adjacent shelving, built-in or surface mounted equipment, plumbing, and lighting fixtures.
 - b. Interior locations where small voids between materials require filling for first class workmanship and painting.
9. Use Sealant #4 at all interior conditions not listed for sealants #2 and #3.
10. Use Sealant #5 for all interior horizontal surfaces.
11. Use Sealant #6 for all exterior wood for painted finish.

E. Workmanship:

1. Surface Preparation: Surfaces of joint to receive caulking or sealants shall be clean, dry to the touch, free from frost, moisture, grease, oil, wax, lacquer, paint, or other foreign matter that would tend to destroy or impair adhesion.
2. Application: Apply caulking and sealing compounds in strict accordance with manufacturer's printed instructions. Avoid dropping or smearing compound on adjacent surfaces. Fill joints solidly with compound and tool. Finish compound smooth and flush, unless joint is otherwise detailed.
3. Cleaning: After filling and finishing joints, remove masking tape. Fresh compound that has accidentally been smeared on masonry shall be scrapped off immediately and rubbed clean with a solvent as recommended by the sealant manufacturer. Upon completion of application of compound, all remaining smears, stains, and other soiling resulting therefrom shall be removed with solvent or other means recommended by manufacturer of compound and the work left in a clean and neat condition.

F. Cure and Protection:

1. Cure sealants and caulking compounds in compliance with manufacturer's instructions and recommendations to obtain high early bond strength, internal cohesive strength and surface durability. Advise contractor of procedures required for cure and protection of joint sealers during construction period, so that they will be without deterioration or damage (other than normal wear and weathering) at time of substantial completion. Cure and protect sealants in a manner which will minimize increased in modules of elasticity and other accelerated aging effects. Replace or restore sealants which are damaged or deteriorated during construction period.

END OF SECTION

SECTION 00 11 13 ADVERTISEMENT FOR BIDS

At the option of the bidder, sealed bids, in duplicate and/or bids submitted electronically via www.llgarchplans.com will be received by CITY OF HATTIESBURG until **10:00 A.M. on AUGUST 3RD 2023**, at the CITY COUNCIL CHAMBERS AT CITY HALL, 200 FORREST STREET, HATTIESBURG, MS 39401 at which time and place they will be publicly opened and read for construction of the following project:

**FIRE STATION #7 RE-ROOF
CN#23-3982**

A single bid will be received for the complete project.

Bids may be submitted in person or, for those interested, bids can be electronically submitted at www.llgarchplans.com under the project name. Bid documents are available online for viewing and purchasing at www.llgarchplans.com. Purchased documents are non-refundable. Plan holders and bidders are required to log-in or register for a free account to view and order bid documents and to submit bids electronically. A valid email address is required for registration. Documents are available via paper copy or pdf. Any questions regarding website registration and online orders should be directed to plan house at (601) 336-6378.

The bid bond shall be payable unconditionally to **CITY OF HATTIESBURG**. Bids on the project must be received on or before the period scheduled for the project and no bid may be withdrawn after the scheduled closing time for the project, for a period of 45 days. All bids submitted must comply with requirements of title 31, chapter 3 (§31-3-1 et seq.) Of Mississippi code of 1972 as amended.

Award will be made based on the lowest and best bid received in accordance with title 31, chapter 7 (§31-7-13 et seq.) Of Mississippi code of 1972 as amended. The owner reserves the right to reject any and all bids and to waive informalities.

By: _____

Title: KERMAE EATON, CITY CLERK

CITY OF HATTIESBURG

Published:
JUNE 29, 2023
JULY 6, 2023

END OF SECTION

FIRE STATION 7 RE-ROOF

CITY OF HATTIESBURG HATTIESBURG, MISSISSIPPI

INDEX OF DRAWINGS

COVER	TITLE COVER SHEET
ARCHITECTURAL	
A1.0	ROOF PLAN AND DETAILS
A1.1	EXISTING PHOTOGRAPHS

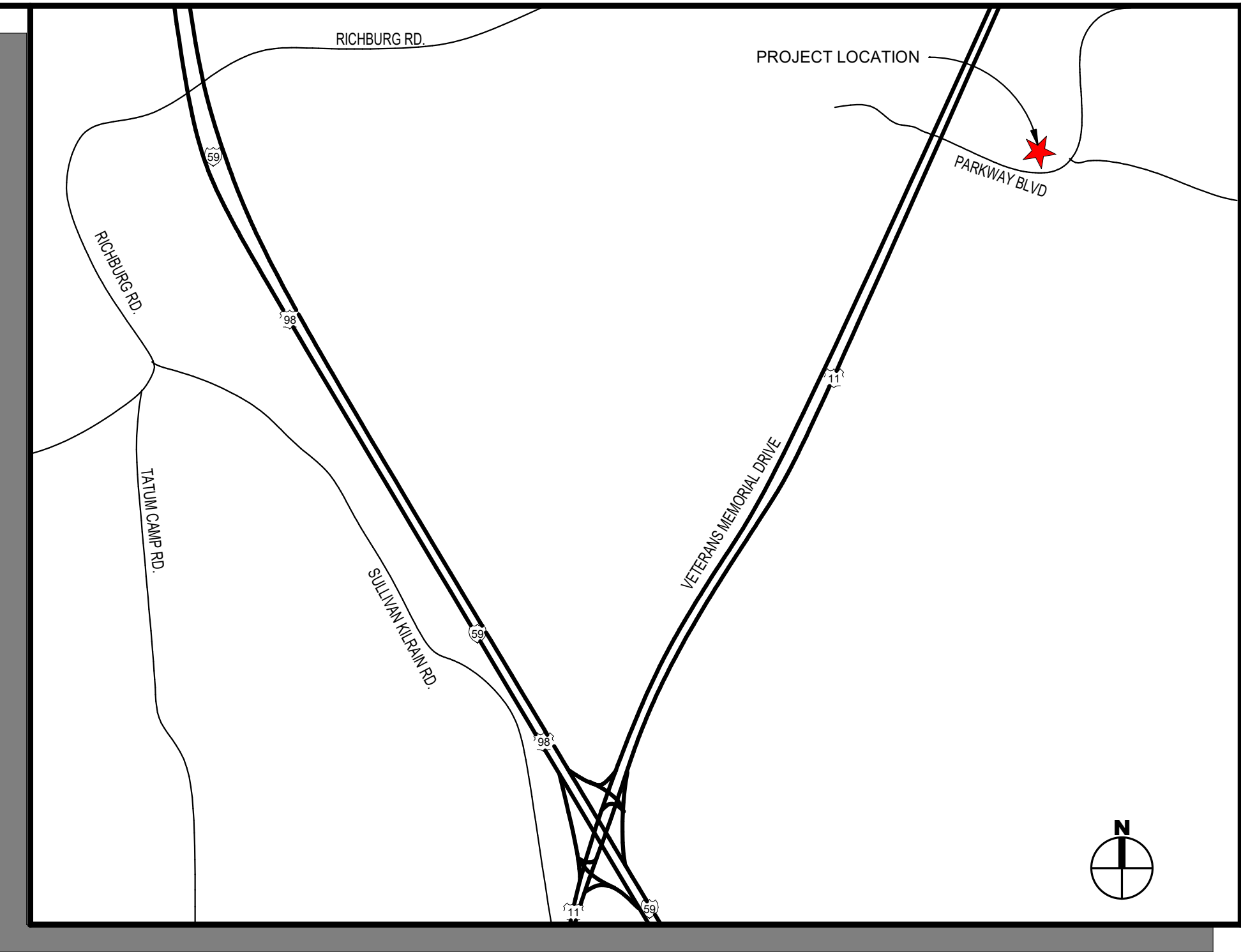
GENERAL SCOPE OF WORK

- BASE BID:
- IN GENERAL TERMS, THE BASE BID SHALL INCLUDE ALL WORK INDICATED ON PLANS EXCEPT WHERE SPECIFICALLY INDICATED AS "ADD ALTERNATE #1" IN DRAWINGS, NOTES AND DETAILS.
 - REMOVE AND REPLACE EXISTING METAL ROOF AND SHEATHING WITH NEW AS SPECIFIED IN AREA R1 AS INDICATED. THIS SHALL INCLUDE ALL FASCIA, TRIM, GUTTERS, DOWNSPOUTS, METAL FLASHING AND ACCESSORIES AS REQUIRED. REPLACE ANY DAMAGED, WETTED, OR MISSING BATT INSULATION WITH NEW. NOTIFY ARCHITECT OF ANY MOISTURE DAMAGE AT RAFTERS OR STRUCTURAL WOOD FRAMING PRIOR TO PROCEEDING WITH DEMOLITION WORK.
 - ROOF AREAS R2, R3, AND R4 - BASE BID SHALL INCLUDE REMOVING ALL EXISTING SEALANT AND FASTENERS IN AREAS AND INSTALLATION OF NEW FASTENERS AND SEALANT AS REQUIRED TO PROVIDE WEATHER PROOF SYSTEM.
 - WHERE EXISTING BATT INSULATION IS DISTURBED, CONTRACTOR SHALL REPLACE OR REPAIR INSULATION TO ITS ORIGINAL CONDITION & LOCATION AS REQUIRED. ANY DAMAGED MATERIAL FOUND SHALL BE REPLACED WITH NEW.

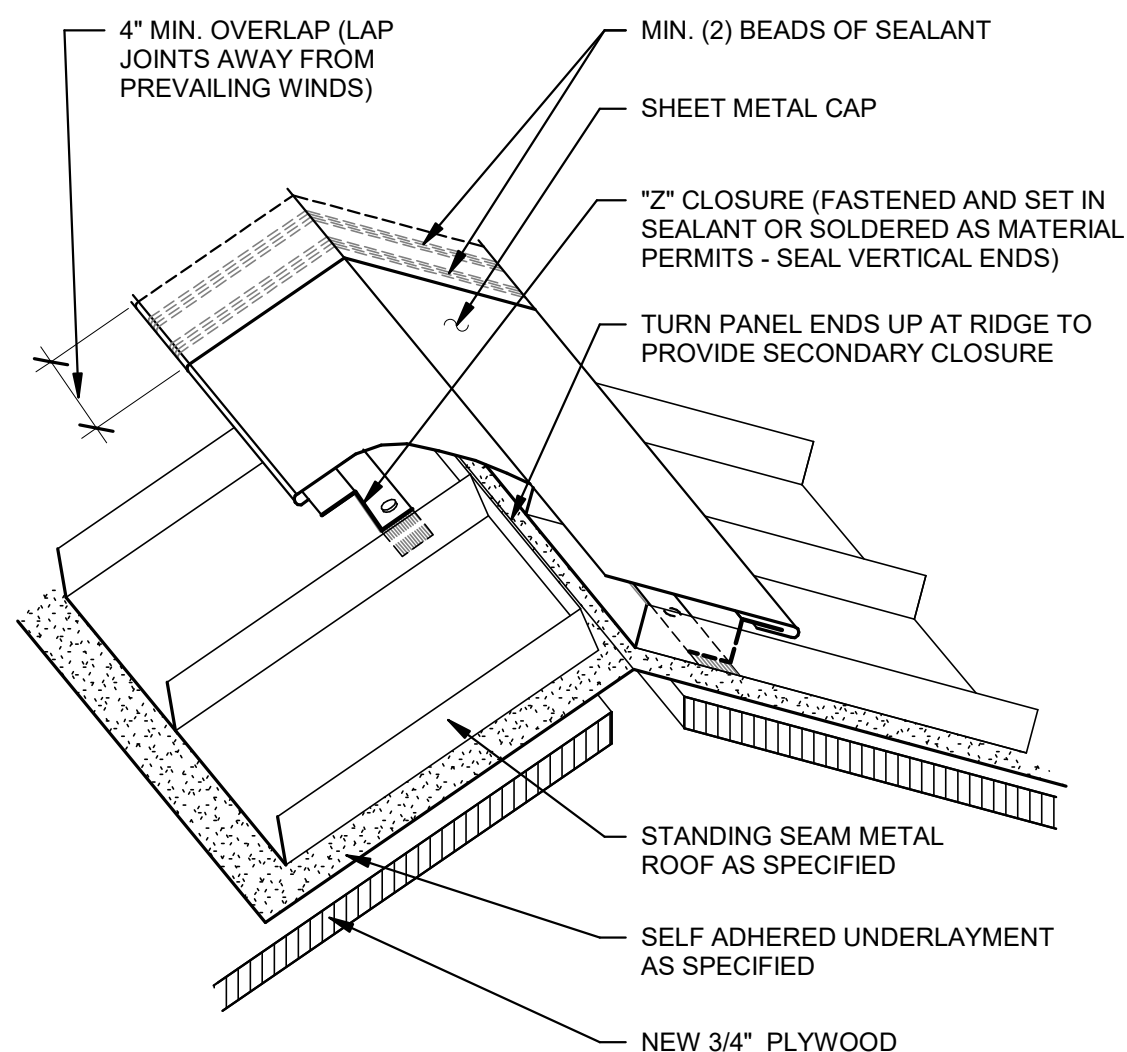
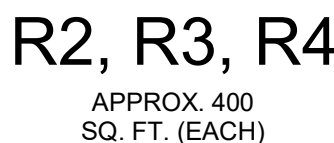
ADD ALTERNATE #1. (ROOF AREAS R2, R3, AND R4 ONLY):

- REMOVE EXISTING METAL ROOFING, TRIM, FLASHING AND ACCESSORIES AND INSTALL NEW CLEAR FINISHED CORRUGATED METAL PANELS TO MATCH EXISTING, INCLUDING ALL FLASHING, TRIM, AND ACCESSORIES. PROVIDE NEW SEALANT AND FASTENERS THROUGHOUT.

VICINITY MAP



R1
APPROX. 5,900
SQ. FT.



1 ROOF PLAN
1/8" = 1'-0"

GRAPHIC SCALE
0 8 16 24

1. THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FULLY FAMILIAR AND AWARE OF EXISTING CONDITIONS. FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR OF PERFORMING WORK REQUIRED BY THE CONTRACT DOCUMENTS. ALL WORK SHALL BE IN ACCORDANCE WITH MANUFACTURER'S PRINTED INSTRUCTIONS AND NRCA STANDARDS.
2. DIMENSIONS, EQUIPMENT, SIZES & LOCATIONS PROVIDED FOR REFERENCE ONLY. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS AS REQUIRED TO PREPARE BIDS AND PERFORM THE WORK OF THE CONTRACT.
3. CONTRACTOR SHALL MAINTAIN AND REPAIR TEMPORARY WEATHER PROTECTION AS REQUIRED THROUGHOUT THE COURSE OF THE WORK TO PREVENT DAMAGES. THE BUILDING SHALL BE WATER TIGHT DURING ALL PHASES OF THE WORK AND AT THE END OF EACH WORK DAY. ANY DAMAGES CAUSED BY THE CONTRACTORS FAILURE TO DO SO SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
4. CONTRACTOR SHALL PROTECT AND MAINTAIN ALL ELECTRICAL AND COMMUNICATION WIRING, AND ALL SERVICES SHALL REMAIN OPERATIONAL AT ALL TIMES FOR THE DURATION OF THE PROJECT.
5. REMOVE AND SALVAGE FOR REINSTALLATION ALL ROOFTOP EXHAUST EQUIPMENT. REMOVE AND REPLACE CURBS INCLUDING ALL NEW CRICKETS AND FLASHING SYSTEMS. COORDINATE WITH ARCHITECT FOR INSPECTION OF SERVICE CONNECTIONS PRIOR TO DISCONNECT AND DEMOLITION WORK.
6. ALL CRICKETS SHALL BE INSTALLED TO OBTAIN A POSITIVE DRAINAGE.
7. NEW PRE-FIN. METAL. GUTTERS AND DOWNSPOUTS TO MATCH STANDING SEAM METAL ROOFING FLASHING AND TRIM FINISH. PROVIDE COLLECTOR FLANGES AND RECONNECT DOWNSPOUTS TO EXISTING DRAINAGE PIPING.
8. REFER TO GENERAL DETAILS FOR TYPICAL GUTTER - SEE DETAIL
9. PROVIDE SADDLES AT HIGH SIDES OF ALL MECHANICAL PENETRATION CURBS, ROOF SCUTTLES, ETC.
10. ANY ROOF PENETRATIONS SHALL NOT CONFLICT WITH STANDING SEAM LOCATIONS - RELOCATE PENETRATION AS NECESSARY.
11. CONTRACTOR SHALL TAKE PROPER PRECAUTIONS TO SECURE THE WORK AREA, EQUIPMENT, MATERIALS, ETC. AS REQUIRED TO DISCOURAGE THEFT, VANDALISM, OR UNAUTHORIZED ACCESS. THE OWNER SHALL NOT BE RESPONSIBLE FOR DAMAGES DUE TO THE CONTRACTOR'S FAILURE TO SECURE THE SITE. THE OWNER WILL NOT BE RESPONSIBLE FOR MATERIALS STORED ON THE PROPERTY AND WILL NOT PROVIDE SECURE STORAGE FOR MATERIALS OR EQUIPMENT NECESSARY FOR THE COMPLETION OF THE WORK.
12. REFER TO SECTION 01 21 00 ALLOWANCES FOR CONTINGENCY AMOUNTS FOR UNFORSEEN CONDITIONS.

	RVC	ROOF VENT COVER (GOOSE NECK)
	EF	ALUMINUM EXHAUST VENT OVER GALVANIZED SHEET METAL BOX - PROVIDE METAL CORROSION SEPARATION, AND NEW CRICKET AT HIGH SIDE.
	HS	HOT STACK
	VS	PLUMBING VENT STACK
	VS 4"	4" PLUMBING VENT STACK
	ANT	ANTENNA
	SAT	FASCIA MOUNTED SATELLITE
	G	GUTTER
	DS	DOWNSPOUT
	EC	ELECTRICAL CONDUIT THROUGH FASCIA

Diagram illustrating the components and assembly for a plumbing penetration through a roof deck:

- PLUMBING SOIL STACK VENT
- SEALANT BEAD BETWEEN PIPE AND FLASHING
- PRE-FORMED PENETRATION FLASHING COLLAR
- OPENING IN ROOF DECK
- STANDING SEAM METAL ROOF AS SPECIFIED
- STAINLESS STEEL DRAW BAND
- SET SECUREMENT RING IN A CONTINUOUS BED OF SEALANT
- FULLY ADHERED WATER PROOFING MEMBRANE
- NEW 3/4" PLYWOOD DECKING
- WATER TIGHT SHEET METAL RAIN COLLAR WITH STAINLESS STEEL DRAWBAND (OVERLAP FLASHING COLLAR BY 3" TO 4")
- HIGH DOMED, CAPPED, GASKETED FASTENERS (SECURE FLASHING COLLAR FLANGE TO ROOFING PANEL, AND NOT TO DECK SO AS NOT TO FIX PANEL AT PENETRATION)

STANDING SEAM METAL ROOF AS SPECIFIED

CONTINUOUS PEEL AND STICK COUNTER FLASHING

METAL GUTTER SPACER BETWEEN BRACKETS.

SELF ADHERED UNDERLAYMENT AS SPECIFIED

DOWN SLOPE METAL PERIMETER FLASHING

NEW 3/4" PLYWOOD DECKING.

2x WOOD FASCIA - MATCH EXISTING.

SEE DETAIL 2 / A1.0

CLOSER STRIP INTEGRAL WITH METAL ROOF.

PRE-FINISHED SHEET METAL GUTTER

GUTTER BRACKET

IF JOINT IS OVERLAPPED BUT NOT LOCKED, MIN. (2) BEADS / TAPE SEALANT, PLACED BETWEEN UP-SLOPE FLASHING FLANGE AND UNDERSIDE OF ROOFING PANEL

12" MIN.

PROFILE VARIES, SEE: SPEC'S.

(2) BEADS OF TAPE / SEALANT

CRICKET CURBS WIDER THAN 24" (FLANGES OVERLAPPED AND SOLDERED OR SEALED WATERTIGHT)

6" MIN. OVERLAP

FIELD FABRICATED METAL CRIB INTEGRAL WITH ROOF

(2) BEADS OF TAPE / SEALANT

6" MIN. OVERLAP

STANDING SEAM METAL ROOF AS SPECIFIED

COUNTER FLASHING

CRICKET BACK SIDE OF CURBS WIDER THAN 24"

8" MIN. HEIGHT

EXAMPLE OF SHC FABRICATED SHEET METAL CRICKET CONFIGURATION

STANDING SEAM METAL ROOF AS SPECIFIED

SLIP SHEET AS REQUIRED BY MANUFACTURER

SELF ADHERED UNDERLAYMENT AS SPECIFIED

NEW 3/4" PLYWOOD DECKING.

NEW 2x WOOD FASCIA - MATCH EXISTING.

SEE DETAIL 2 / A1.0

CLOSER STRIP INTEGRAL WITH METAL ROOF.

CONTINUOUS PEEL AND STICK COUNTER FLASHING

SLOPE

EXTEND RAKE EDGE METAL FLASHING

CONTINUOUS CLEAT FASTENED @ 6" O.C.

SELF ADHERED UNDERLAYMENT AS SPECIFIED

NEW 3/4" PLYWOOD DECKING

4" MIN. LAP

SELF ADHERED UNDERLAYMENT AS SPECIFIED - COUNTER FLASHED WITH ROOF DECK WATER PROOFING 4" MIN. LAP.

MECHANICALLY FASTEN @ APPROX. 24" O.C.

NEW 2x WOOD FASCIA - MATCH EXISTING

1"



PHOTO L



PHOTO K



PHOTO J



PHOTO I



PHOTO H



PHOTO G



PHOTO F



PHOTO E



PHOTO D



PHOTO C



PHOTO B



PHOTO A

DRAWN	
GGA	
CHECKED	
SG	
FINAL DATE	
06/09/23	
REVISION SCHEDULE	
REV #	REV DATE

LANDRY
LEWIS
GERMANY
ARCHITECTS, P. A.
3211 OLD HIGHWAY 11, HATTIESBURG, MS 39402
P: 601.271.7711 WWW.LLGARCH.COM
CREATING LANDMARKS SINCE 1910...

SHEET TITLE
EXISTING PHOTOGRAPHS

PROJECT
FIRE STATION 7 RE-ROOF



CN23-3982

SHEET NUMBER

A1.1

CITY OF HATTIESBURG



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Deputy Director
cc:
Date: Tuesday, June 20, 2023
Re: Approve Specifications and Authorize publication of a Request for Proposals for Pre-Disaster Debris Monitoring Services.
File Number: 2023-410
Minute Book #

Summary

Approve Specifications and Authorize publication of a Request for Proposals for Pre-Disaster Debris Monitoring Services.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 20, 2023 City Council meeting for consideration.

**REQUEST FOR PROPOSALS
FOR
DISASTER DEBRIS MONITORING**

PURPOSE:

In anticipation of possible future disaster events which may result in widespread public services damages overwhelming existing resources, the City of Hattiesburg is soliciting sealed proposals to provide Disaster Debris Monitoring Services.

INSTRUCTIONS TO PROPOSERS:

Firms or companies desiring to provide services, as described in the Scope of Work, shall submit sealed proposals in one (1) original and four (4) complete copies not later than **10:00 a.m.** (Local Time) on **July 20, 2023**, to the City of Hattiesburg, 200 Forrest Street, Hattiesburg, Mississippi 39401. An electronic copy of proposal in PDF format shall be included in complete proposal.

Proposal must be submitted to the **City Clerk's Office at 200 Forrest Street, Hattiesburg, MS 39401** in a sealed envelope that is clearly marked in the lower left corner as shown below:

**Proposal:
Disaster Debris Monitoring Services
July 20, 2023**

Printed copies of this RFP are available at the **City of Hattiesburg City Clerk's Office located at 200 Forrest Street, Hattiesburg, Mississippi 39401**. Electronic copies may be obtained at www.hattiesburgsbids.com or by calling (601) 545-4550. For questions regarding website registration and online orders please contact Plan House at 601-336-6378.

Offers by telephone or telegram shall not be accepted. Also, proposers are instructed NOT to fax or email their proposal. Faxed or emailed proposals shall be rejected as non-responsive regardless of where the fax or email is received.

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

It is the sole responsibility of the proposer to ensure that his or her Proposal reaches the City. The time and date for receipt of Proposals will be scrupulously observed. Late deliveries or mail delays will be rejected as non-responsive regardless for the reason for delay.

TERMS AND CONDITIONS:

1. The City reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the City, or to award a contract to the next most qualified proposers if a successful proposer

does not execute a contract within thirty (30) days after approval of the selection by the City.

The City reserves the right to cancel a solicitation at any time prior to approval of the award by the City.

2. The City reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

3. Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the City the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

4. Proposals shall be sealed and proposers should indicate on the packaging of their proposal the following:

- a. Proposal: Disaster Debris Monitoring Services
- b. Due Date (July 20, 2023)
- c. Name and Address of Proposer

5. Costs of preparation of a response to this request for proposals are solely those of the proposers. The City assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the City bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

6. The proposer receiving the award will obtain or possess the following insurance coverages, and will provide Certificates of Insurance to the City to verify such coverage.

- a. Workers' Compensation – The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City and its agents, employees and officials.
- b. Commercial General Liability – The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00.
- c. Business Automobile Liability – The vendor shall provide coverage for all owned, non-owned, and hired vehicles with limits of not less than \$1,000,000.00 per occurrence, Combined Single Limits (CSL), or its equivalent.
- d. Professional Liability (Errors and Omissions) – The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

7. The consultant awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this RFP. The City shall have access to all records, documents, and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardees place of business to the City, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction, and audit without restriction.

8. It is the intent of the City to enter into an agreement for Disaster Debris Monitoring Services.

QUESTIONS REGARDING THIS RFP:

All questions or concerns regarding this Request for Proposals must be submitted in writing or by email to the City of Hattiesburg no later than **5:00 p.m.** (Local Time), on **July 18, 2023**. Inquiries shall be directed to Hunter White at 601-554-1001 or hwhite@hattiesburgms.com. The City may issue an addendum to the Request for Proposals for distribution to all known prospective proposers.

No oral interpretation of this Request for Proposal shall be considered binding. The City shall be bound by information and statements only when such statements are written and executed under the authority of the Mayor.

PROPOSAL FORMAT:

Proposers must succinctly respond in the format delineated below. Elaborate, irrelevant, or otherwise unnecessary information will not be considered.

The following information should be tabbed to identify the required information. Failure to submit this information may render your proposal non-responsive.

1. QUALIFICATIONS OF THE FIRM

- a. Provide a description and history of the firm focusing on previous governmental experience. Only past experience as the prime firm will be considered. Firm qualifications must include, at minimum, the following:
 - i. Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management, and disposal.
 - ii. Documented knowledge and experience coordinating with Federal, State and Local emergency agencies.
 - iii. Experience representing local governments with various state and federal funding sources and reimbursement processes, including FEMA (Federal Emergency Management Agency), FHWA (Federal Highway

Administration), and NRCS (Natural Resources Conservation Services).

- iv. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, sand recovery and beach remediation, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.
- b. Provide three (3) references for which the firm has performed services within the past five (5) years that are similar to the requirements in the Scope of Services. Provide the reference's contact name, address, e-mail address, telephone numbers and date of the contract.

2. QUALIFICATIONS OF STAFF

Provide an organizational chart, resumes and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal operations managers, FEMA reimbursement specialist, data manager, etc.) should be full time employees of the proposing firm and have experience working for the Proposer, in the following:

- a. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management, and disposal.
- b. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources, and reimbursement processes.
- c. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

3. TECHNICAL APPROACH

Provide a description of the Proposer's approach to the project, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors and billing/invoices reporting procedures to FEMA and the City.

4. COST PROPOSAL

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor positions listed. All non-labor projected costs will be billed to the City at cost without markup. All Per Diem Expenses shall be billed directly to the City at a rate not to exceed the GSA

Per Diem Allowance for the project area.

5. SELECTION CRITERIA

The following weighted criteria will be utilized to select the consultant awarded this contract.

Qualifications of Firm	25
Qualifications of Staff	25
Technical Approach	30
Cost Proposal	<u>20</u>
	100

SCOPE OF SERVICES

I. BACKGROUND

The City requires management, recovery and consulting services related to disaster recovery. Upon request of the City, other services may include, but not limited to, facilitating communication with FEMA, FHWA, the State of Mississippi and other agencies, coordination with insurance representatives, pre-event planning, and post-event reconstruction, grant funding, and reimbursement services.

II. SCOPE

A. DISASTER DEBRIS MONITORING SERVICES

The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways and other areas designated as eligible by the City. Specific services may include:

- a. Providing technical support and guidance in selecting a debris removal contractor. This shall include the preparation, review and recommendations of Request for Proposals for debris removal.
- b. Coordinating daily briefings, work progress, staffing, and other key items with the City.
- c. Support with the selection and permitting of Temporary Debris Storage and Reduction Site (TDSRS) locations and other permitting/regulatory issues as requested.
- d. Scheduling work for team members and contractors on a daily basis.
- e. Hiring, scheduling, and managing field staff.
- f. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed-up recovery work.

- g. Assisting the City with responding to public concerns and comments.
- h. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- i. The Debris monitoring company shall utilize an Electronic Ticketing System to generate electronic debris load tickets for each load of debris generated. The Electronic Ticketing System shall capture a digital photograph, GPS coordinates, Electronic Signature, and a timestamp for each load of debris generated as it is loaded and as it is dumped. The System shall also capture before and after photos of each Leaner, Hanger, and Stump removed along with GPS coordinates and timestamps. This information shall be transmitted electronically to a central information database that provides real time access to debris removal activities via a web-based interface. Along with the digital records, the system shall also have the ability to generate paper receipts in the field for redundancy and debris removal crew validation if requested by the City at no additional cost. The System shall also be capable of providing a real time connection to the City's GIS system and shall be customizable to meet specific needs of the City with no additional cost to the City. The purpose of the Electronic Ticketing System is to provide the City with complete documentation of every load of debris generated for auditing and reimbursement purposes.
- j. Developing daily operational reports to keep the City informed of work progress.
- k. Development of maps, GIS applications, etc. as necessary.
- l. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City for processing.
- m. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agencies for disaster recovery efforts by City staff and designated debris removal contractors.
- n. Final report and appeal preparation and assistance.

END OF SCOPE

OTHER CONSIDERATIONS

It is the intent of the City to enter into an agreement with a Contractor for Disaster Debris Removal and Disposal Services.

- 1.1 The Contractor shall supervise and direct the work, using a skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- 1.2 The Contractor shall be duly licensed in accordance with the City, State and County's

statutory requirements to perform the work.

- 1.3 The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional costs to the City.
- 1.4 The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet Federal, State, and Local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with OSHA standards.
- 1.5 The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the Contractor commencing operations.
- 1.6 The Contractor is responsible for dust control. The Contractor shall be in compliance with all State and Local laws for dust control.
- 1.7 The City may suspend contractor operations due to inclement weather. The performance period may be extended for weather delays.
- 1.8 The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- 1.9 The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- 1.10 The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) in so far as it may apply to this contract.
- 1.11 The Contractor shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 – 330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 1.12 The Contractor shall permit access by the grantee, the sub grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

- 1.13 The Contractor shall retain all required records for three years after grantees or sub grantees make final payments and all other pending matters are closed.
- 1.14 Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 1.15 The Contractor shall agree to comply with any other applicable Federal or State regulations.
- 1.16 The Contractor shall adhere to mandatory standards and policies on energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 1.17 Contractor shall not subcontract with any parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension."
- 1.18 Contractor shall certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Contractor shall require all subcontractors to submit these same certifications.
- 1.19 Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered material practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 1.20 Respondent represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session--AN ACT TO CREATE THE MISSISSIPPI EMPLOYMENT PROTECTION ACT; TO PROVIDE PROCEDURES FOR NEWLY HIRED EMPLOYEES AND THEIR EMPLOYERS; TO ENACT DEFINITIONS; TO REQUIRE EMPLOYEE VERIFICATION; TO PROVIDE EMPLOYER LIABILITY; TO SET UP EMPLOYER-

EMPLOYEE PROGRAMS; TO MAKE PROVISIONS FOR THIRD-PARTY EMPLOYERS; TO DEFER TO FEDERAL LAW IN STATE LAW; TO ENACT EXEMPTIONS; TO DESIGNATE ENFORCEMENT DUTIES UNDER THE ACT; TO PROVIDE PENALTIES FOR VIOLATIONS OF THIS ACT; AND FOR RELATED PURPOSES); and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Respondent agrees to maintain records of such compliance and, upon request of the City, to provide a copy of each such verification to the City. Respondent further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Respondent to the following:

- (1) Termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public; or
- (2) The loss of any license, permit, certification or other document granted to Respondent by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or
- (3) In the event of such termination/cancellation, Respondent would also be liable for any additional costs incurred by the City due to contract cancellation of license or permits.

COST PROPOSAL FORM
Debris Monitoring RFP

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the City at cost without mark-up. All Per Diem Expenses shall be billed directly to the City at a rate not to exceed the GSA Per Diem Allowance for the project area. The rates listed below shall be straight time rates. All hours in excess of 40 per week shall be billed at 1.5 times the straight time rate.

DISASTER DEBRIS MONITORING SERVICES

POSITIONS

HOURLY RATES

Principal	\$ _____
Project Manager	\$ _____
Operations Manager	\$ _____
Field Supervisors	\$ _____
Load Site Monitors	\$ _____
Debris Site/Tower Monitors	\$ _____

Proposal Ranking Form

Company _____

Selection Criteria	Points Available	Points Awarded
Qualifications of Firm	25	
Qualifications of Staff	25	
Technical Approach	30	
Cost Proposal	20	
Total		



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Hunter White, Deputy Director
cc:
Date: Tuesday, June 20, 2023
Re: Approve Specifications and Authorize publication of a Request for Proposals for Pre-Disaster Debris Removal Services.
File Number: 2023-411
Minute Book #

Summary

Approve Specifications and Authorize publication of a Request for Proposals for Pre-Disaster Debris Removal Services.

Recommendation Statement

I recommend approval of this item.

Please place this on the June 20, 2023 City Council meeting for consideration.

REQUEST FOR PROPOSAL FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

INTRODUCTION AND GENERAL TERMS

In anticipation of future disaster events which may result in widespread public services damage, thereby overwhelming existing resources, the City of Hattiesburg is seeking a qualified Contractor to perform the scope of work addressed in this Request for Proposals (RFP). All proposals must be properly certified by the entity bidding for the work and signed by an officer, director or owner that has authority to bind and commit the Company to perform said work and services.

Notice is hereby given that the City of Hattiesburg, Mississippi, will accept sealed proposals from vendors interested in furnishing **Disaster Debris Removal and Disposal Services**. Firms or companies desiring to provide services as described in the Scope of Work shall submit sealed proposal in one (1) original and four (4) complete copies not later than **10:00 a.m. (Local Time)** on **July 20, 2023** to the City of Hattiesburg, 200 Forrest Street, Hattiesburg, MS 39401.

Printed copies of this RFP are available at the **City of Hattiesburg City Clerk's Office located at 200 Forrest Street, Hattiesburg, Mississippi 39401**. Electronic copies may be obtained at www.hattiesburgmsbids.com or by calling (601) 545-4550. For questions regarding website registration and online orders please contact Plan House at 601-336-6378.

Proposal must be submitted to the City Clerk's Office at 200 Forrest Street, Hattiesburg, MS 39401 in a sealed envelope that is clearly marked in the lower left corner as shown below:

**Proposal:
Disaster Debris Removal and Disposal Services
July 20, 2023**

An Electronic Copy of the Proposal in PDF format shall be included in the submittal.

A list of references shall also be included in the completed proposal.

Respondents are cautioned that they are responsible for delivery to the specific location cited herein above. Therefore, if your proposal is delivered by express mail carrier or by any other means, it is your responsibility to insure delivery to the specified address before the deadline. Late deliveries will be rejected as non-responsive regardless of the reason for delay.

All costs of preparation of a response to this response to request for proposals are solely those of the proposers. The City assumes no responsibility whatsoever for any such costs incurred by a

proposer. The proposer also agrees that the City bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

The City reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the City, or to award a contract to the next most qualified proposers if a successful proposer does not execute a contract within ten (10) days after approval of the selection of the City. The City reserves the right to cancel a solicitation at any time prior to approval of the award by the City. The City reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

**SCOPE OF WORK
FOR DEBRIS REMOVAL
IN HATTIESBURG, MISSISSIPPI**

1.0 GENERAL

- 1.1 The purpose of this contract is to remove and dispose of all eligible debris from City of Hattiesburg Rights-of-Way (ROW) and applicant owned property within the City of Hattiesburg. Private Right of Way Access or Right of Entry (ROE) may or may not be part of this project; however, if the City, State, MEMA, or FEMA authorizes ROE, it will become part of this project.
- 1.2 The contract term will be One (1) Year with the option for Three (3) renewals of One (1) Year each.

2.0 SERVICES

- 2.1 The Contractor shall provide for debris removal and disposal of all eligible debris from the City ROW. There will be no burning of debris permitted under this contract.
- 2.2 The debris shall be taken to the Contractors preferred rubbish site for final disposal, and the site must be a Mississippi Department of Environment Quality (MDEQ) approved dumpsite. A list of MDEQ Approved sites for this disaster is included below:

98 Waste LLC
Class 1 Rubbish Site
979 Highway 98 East
Hattiesburg, MS 39401

Oak Gove Landfill
Class 1 Rubbish Site
133 Gravel Pit Rd.
Hattiesburg, MS 39402

Pine Belt Solid Waste
5274 Ms-29
Ovett, MS 39464

- 2.3 Haul and Dispose. The work shall consist of clearing, separating, and removing any and all eligible debris (see definitions of eligible debris) from public property only, including ROW of streets and roads. Work shall include: 1) examining and sorting debris to determine whether or not debris is eligible; 2) loading and sorting the debris; and 3) hauling the eligible debris to a MDEQ approved dumpsite. Ineligible debris shall not be loaded, hauled, or dumped under this contract. The City's authorized agent shall be immediately notified of any ineligible debris placed at the right-of-way for collection.

- 2.3.1 The Contractor shall make a maximum of Three (3) passes with a minimum of one weekend between each pass. The contractor shall not move from one designated work area to another designated work area without prior approval from the City's authorized agent or their designee.
- 2.4 Any eligible debris, such as fallen trees, which extend onto the public ROW from private property, shall be cut at the point where it enters the ROW. Only that part of the debris that lies within the ROW shall be removed. Hazardous limbs are considered eligible debris and are defined as limbs greater than two inches in diameter that are still hanging in the tree and are threatening a public use area, such as a trail, sidewalk, road, etc. Trees in the public ROW with more than 50% of the crown broken are eligible debris and shall be removed. Holes present as a result of uprooted trees in the public ROW shall be filled to ground level. The Contractor shall not enter onto private property during the performance of this contract, unless specifically authorized by the City, in writing.
- 2.5 Contractors shall note that a portion of the project will occur in residential areas. The contractors should exercise due care to minimize any damages to trees, shrubs, landscaping and general property. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the City. The debris work area shall be left clear of debris and cleaned, as reasonably and practical under the conditions of this project.
- 2.6 The contractor shall use equipment and perform work in a manner to prevent damages to the City's infrastructure facilities and adjacent ROWs, including all landscaped areas. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the City. All loading equipment is required to operate from the street/road using buckets and/or boom and grapple devices to remove and load the debris. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the contractor.
- 2.7 The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State and Local governments or agencies, or of any public utilities.
- 2.8 The government reserves the right to inspect the site, verify quantities, and review operations at any time.
- 2.9 All work shall be accomplished in a safe manner in accordance with OSHA standards.

3.0 LOAD TICKETS

- 3.1 While it is preferred that an e-ticket system will be utilized for monitoring, should a manual system be used, load tickets shall be used for recording the cubic yard volume of debris removed for disposal. In the event that an e-ticket system is not utilized, the following process will be used regarding load tickets. A copy of the load ticket to be

used by the contractor shall be submitted for approval prior to beginning work. The Contractor shall provide all load tickets to the City. The load ticket numbers shall be sequentially numbered. The load tickets shall be a minimum of four-parts.

3.2 The e-ticket system, or if manual tickets are used, shall contain the following information:

- Ticket Number
- Contract Number
- Contractor Name
- Date
- Truck or Roll-off Number
- Truck Capacity
- Point of Debris Collection
- Loading Departure Time
- Dump Arrival Time
- Percent of Load
- Actual Debris Volume
- Debris Eligibility (Y/N)
- Type of Debris

3.3 In the event manual tickets are used, a minimum of four-part load ticket will be issued by a City monitor prior to transport of the debris from the loading site. The entire four-part load ticket is given to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the entire four-part load ticket to the City monitor. The City monitor will verify the hauler and equipment, and establish a percent of truck capacity of the eligible cubic yardage of debris load. After documenting percentage to the nearest 5%, the City monitor will calculate the actual cubic yardage of the load. The actual cubic yard will be recorded on the load ticket by the City monitor to the nearest cubic yard. The City monitor will document the data on the load ticket. The City monitor will give one copy to the vehicle operator. One copy is then given to the contractor, the original is kept by the City, and the fourth for any other entity that may need a copy. The load tickets shall be submitted with the daily operational report.

4.0 DEBRIS CLASSIFICATION

4.1 Eligible Debris. Eligible debris is considered all storm related debris which is located within the public right of way, and applicant owned properties, as defined below. It is further defined as debris eligible for reimbursement under the FEMA Public Assistance Grant Program.

4.2 Stumps. The removal and disposal of all stumps, when eligible for removal, may be paid on the cubic yard basis, regardless of size or whether or not the stumps require extraction by the contractor. Stumps 6" or larger hauled separate from other debris shall be individually measured and converted to cubic yards using the attached TABLE by the

City's representative. Uprooted stumps with an exposed root ball on improved public property or in the ROW 24" or larger that create an immediate threat of life, public health, and safety which have to be extracted by mechanical means may be addressed on a case-by-case basis by the City after FEMA approval. Removal shall be accomplished by the most economical means. The extracted stump will then be measured and converted to cubic yards using the attached TABLE by the City's representative.

- 4.3 Construction and Demolition (C&D). The removal of C&D debris within the Public ROW, and on applicant owned properties, is to be removed.
- 4.4 Household Hazardous Waste. If it is determined that Household Hazardous Waste (HHW) has been comingled with the eligible debris, the Contractor will be required to construct a HHW containment area(s) or coordinate to establish a useable existing site. The Material which is found to be classified as HHW shall be reported immediately to the City's representative. This material shall be segregated from the remaining debris using a method which will allow the remaining non-HHW containment area. Disposal of the HHW debris will be accomplished by the Contractor.
- 4.5 Electronics. The Contractor shall collect and dispose of eligible electronics waste in a manner complying with all applicable Federal, State and Local laws and regulations. Electronic, or e-waste, refers to electronic products being placed on the ROW. These include a wide range of items, including but not limited to the following:
 - Television and computer monitors
 - Computers and computer peripherals (i.e. monitors and keyboards)
 - Audio and stereo equipment
 - VCR's and DVD players
 - Video cameras
 - Telephones, cellular telephones and other wireless devices
 - Fax and copy machines
 - Video games and consoles

5.0 PERFORMANCE SCHEDULE

- 5.1 The Contractor shall commence performance within twenty-four (24) hours of receipt of notice to proceed.
- 5.2 Prior to commencing debris removal operations a contractor shall, with the City's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a 7 and 14 day projection. The plan shall be updated every Monday.
- 5.3 All activity associated with debris operations shall be performed between 6:00 AM and 8:00 PM in the affected areas. The contractor may work seven (7) days per week, including holidays.

- 5.4 Maximum allowable time for completion shall be ninety (90) calendar days, unless the City initiates additions or deletions to the contract by written change orders. Both parties pursuant to applicable City, State and Federal law will equitably negotiate subsequent changes in cost and completion time.
- 5.5 Contractor shall have a minimum daily production rate of 1,000 cubic yards after reaching full production within 72 hours of notice to proceed. In the event that the contract is extended and the daily production rate is less than 1,000 cubic yards per day, liquidated damages equal to daily monitoring costs and other costs incurred by lengthening the contract duration shall be assessed to the Contractor.

6.0 EQUIPMENT

- 6.1 All trucks and other equipment must be in compliance with all applicable Federal, State, and Local rules and regulations. All trucks and other equipment shall be equipped with back-up alarms. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the City. The contractor shall provide means to rapidly unload any trailer that does not have a means for dumping. All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. **Plastic webbing is not acceptable for a tailgate.** All hauling equipment shall be measured and marked for its load capacity. The Contractor is responsible for ensuring all loading and transport equipment complies with State and Local laws. The Contractor prior to use shall inspect all equipment. The Contractor will provide a form for this purpose.
- 6.2 Trucks and other heavy equipment designated for use under this contract shall be equipped with two signs, one attached to each side. These signs shall be furnished by the Contractor. Magnetic signs are not permitted. The signs shall contain the following information:
- Company Name
 - Truck Number
 - Cubic Yardage
 - Inspectors' Name and Date
- 6.3 Prior to commencing debris removal operations, the Contractor shall present to the City all trucks, trailers, or containers that will be used for hauling debris. Each truck or trailer will be measured to determine the load capacity. Each truck or trailer shall be numbered

and clearly display the load capacity for identification with a permanent marking. The City may, at any time, request that the trucks be re-measured. The Contractor shall notify the City each time a new truck, trailer or container is to be used under this contract. No capacity can exceed 100% of the measured volume.

- 6.4 Trucks or equipment, which are designated for use under this contract, shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.
- 6.5 Loading equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size loading equipment (6 CY and up) and non-rubber tired equipment must be approved by the City.
- 6.6 The Contractor shall provide an inspection tower at each dumpsite. This tower shall be constructed such that the City monitor can see the bed when empty and to fully view the debris load (at least 10 feet above the existing ground surface), establishing the volume. The inspection tower shall be constructed to meet all Local, State and Federal safety requirements. The tower shall be constructed using pressure treated wood. The floor area shall be a minimum of 8' by 8', constructed of 2" x 8" joists, 16: O.C. with ¾" plywood supported by four 6" x 6" posts. The perimeter of the floor area shall be protected by a 4-foot high wall constructed of 2" x 4" studs and ½" plywood. The floor area shall be covered with a corrugated tin roof. The roof shall provide a minimum of 6'-6" of head room below the support beams. Access shall be provided by wooden steps with a hand rail. The towers shall include a writing surface area. The contractor may provide a mechanical lift to be used in place of the constructed tower until the tower can be constructed. The Contractor shall remove and dispose of the inspection towers following completion of the debris removal at the direction of the City. The Contractor shall provide portable restroom facilities at all dumpsites.

7.0 REPORTING

- 7.1 The Contractor shall submit a report to the City each day for the term of the contract. Each report shall contain, at a minimum, the following information:
 - Contractor's Name
 - Contract Number
 - Truck Number
 - Location of work
 - Day of Report
 - Daily and cumulative totals of debris removed, by category
- 7.2 Discrepancies between the daily operational report and the corresponding load tickets shall be reconciled no later than the following day.

8.0 OTHER CONSIDERATION

- 8.1 The Contractor shall supervise and direct the work, using a skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- 8.2 The Contractor shall be duly licensed in accordance with the City, State and County's statutory requirements to perform the work.
- 8.3 The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional costs to the City.
- 8.4 The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet Federal, State, and Local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with OSHA standards.
- 8.5 The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the Contractor commencing operations.
- 8.6 The Contractor is responsible for dust control. The Contractor shall be in compliance with all State and Local laws for dust control.
- 8.7 The City may suspend contractor operations due to inclement weather. The performance period may be extended for weather delays.
- 8.8 The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- 8.9 The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- 8.10 The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) in so far as it may apply to this contract.

- 8.11 The Contractor shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 – 330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 8.12 The Contractor shall permit access by the grantee, the sub grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 8.13 The Contractor shall retain all required records for three years after grantees or sub grantees make final payments and all other pending matters are closed.
- 8.14 Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 8.15 The Contractor shall agree to comply with any other applicable Federal or State regulations.
- 8.16 The Contractor shall adhere to mandatory standards and policies on energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 8.17 Contractor shall not subcontract with any parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.”
- 8.18 Contractor shall certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Contractor shall require all subcontractors to submit these same certifications.
- 8.19 Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered material practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and

establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 8.20 Respondent represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session--AN ACT TO CREATE THE MISSISSIPPI EMPLOYMENT PROTECTION ACT; TO PROVIDE PROCEDURES FOR NEWLY HIRED EMPLOYEES AND THEIR EMPLOYERS; TO ENACT DEFINITIONS; TO REQUIRE EMPLOYEE VERIFICATION; TO PROVIDE EMPLOYER LIABILITY; TO SET UP EMPLOYER-EMPLOYEE PROGRAMS; TO MAKE PROVISIONS FOR THIRD-PARTY EMPLOYERS; TO DEFER TO FEDERAL LAW IN STATE LAW; TO ENACT EXEMPTIONS; TO DESIGNATE ENFORCEMENT DUTIES UNDER THE ACT; TO PROVIDE PENALTIES FOR VIOLATIONS OF THIS ACT; AND FOR RELATED PURPOSES); and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Respondent agrees to maintain records of such compliance and, upon request of the City, to provide a copy of each such verification to the City. Respondent further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Respondent to the following:

- (1) Termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public; or
- (2) The loss of any license, permit, certification or other document granted to Respondent by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or
- (3) Both.

In the event of such termination/cancellation, Respondent would also be liable for any additional costs incurred by the City due to contract cancellation of license or permits.

9.1 FINAL DISPOSITION

Contractor will be responsible for negotiating and paying all disposal/tipping fees.

10.0 MEASUREMENT

Measurement for all debris removed shall be as indicated on the BIDDING SCHEDULE as determined by the eligible debris delivered to dumpsite, as supported by the load ticket. Load tickets shall document measurement.

11.0 BONDING AND INSURANCE

- 11.1 Prior to signing of contract, Contractor agrees to furnish the City with all applicable certificates of insurance. A bid bond in the amount of \$50,000 shall accompany the proposal. In addition, payment and performance bonds with each being equal to the bid or \$1,000,000.00, whichever is higher, are required within 24 hours of award of the contract. The Contractor shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the aforementioned bonds and insurance. Contractor mobilization costs will not be paid if the Contractor is unable to obtain bonding.
- 11.2 The Contractor shall save and hold the City harmless from and against all liability, claims, and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with the performance of this contract, regardless of whether such injury, loss, or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the Contractor, any subcontractor, agent, or employee.
- 11.3 Within 24 hours following signing of contract, Contractor shall provide copies of insurance policies including all endorsements.
- Commercial General Liability – in the amount of Five Million Dollars (\$5,000,000.00) aggregate/One Million Dollars (\$1,000,000.00) per occurrence. The General Aggregate limit shall either apply separately to the resulting Contractor or shall be at least twice the required occurrence limit.
 - Comprehensive Automobile and Water Vehicle Liability – covering any automotive equipment to be used in performance of the service, with a minimum limit in the amount of One Million Dollars (\$1,000,000.00) per occurrence combined single limit/Any Auto; Physical Damage Insurance covering owned or rented machinery, tools, equipment, office trailers, and vehicles.
 - Worker's Compensation – Proposer shall provide a policy with employer's liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for each accident or illness. The Worker's Compensation policy shall State that it cannot be cancelled or materially changed without first giving thirty (30) days prior notice thereof in writing to the Owner. Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall supply a

signed copy of said notice. Any such exemption shall meet the requirements that qualify for an exemption under the applicable Worker's Compensation law.

- Pollution and Remediation Liability
- Limits: With limits of not less than Five Million Dollars (\$5,000,000.00) annual aggregate/One Million Dollars (\$1,000,000.00) per occurrence, including the cost of defense during the term of the contract and for a period of five (5) years following the completion thereof. Such coverage shall include, but not be limited to:
 - Pollution Legal Liability – (legal liability arising out of the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants, pollutants, into or upon the land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the work).
 - Remediation Legal Liability Expense – expenses incurred for or in connection with investigation, monitoring, removal, disposal, treatment, or neutralization of a condition arising from the discharge, dispersal release, seepage, migration, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, hazardous materials, waste materials or other irritants, contaminants, or pollutants into or upon the land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the work, as well as the cost to repair or replace real or personal property damaged during the course of Remediation Expense in order to restore the required Federal, State, Local or Provincial laws, ordinances, regulations, or statutes, or any subsequent amendments thereof; and
 - Transportation Legal Liability/Expense Pollution Legal Liability or Remediation Legal Liability/Expense arising out of the movement by the Contractor of product or waste of the Owner to its final delivery point as specified in the resulting contract.
 - Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the Owner on Commercial General Liability and Worker's Compensation insurance coverage. The ACORD Certificate of Liability Insurance, with endorsements, shall be completed by the authorized Agent and returned to the Owner.
 - Loss Deductible Clause: The Owner shall be exempt from, and in no way liable for, any sums of money that may represent a

deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor.

- The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, its subcontractors of every tier, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.
- Conditions: Each insurance policy shall include the following conditions by endorsement to the policy:
 - Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal or any material change in coverages or limits, a notice thereof shall be given to the Owner by a certified mail to Contractor. Contractor shall also notify the Owner, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer, and nothing contained herein shall absolve the Contractor of this requirement to provide notice.
 - Companies issuing the insurance policy, or policies, shall have no recourse against the Owner for payment of premiums.

The term “Owner” shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Offices of the City and individual members, elected officials, employees thereof in their official capacities, and/or while acting on behalf of the Owner.

Owner shall be named as an additionally insured on all policies of insurance. The policy clause “Other insurance” shall not apply to any insurance coverage currently held by the Owner to any future coverage, or to the Owner’s Self Insured Retentions as, if any of whatever nature.

12.0 PAYMENT

- 12.1 Payment for work completed may be invoiced on a semi-monthly basis. Invoice shall be based on reconciled load tickets from the daily operational reports. Payment will be based on the unit pricing submitted by the Contractor in the attached BIDDING SCHEDULE.
- 12.2 Time is of the essence to the performance hereunder and the City shall recover from the Contractor any delay costs caused by the acts or omissions of the Contractor or its agents. Except as otherwise provided herein, payment shall be made for actual work accepted and completed. If the Contractor has not been paid within forty-five (45) days following the date of hand delivery to the City’s authorized agent of said invoice, the Contractor shall also be paid a late payment charge consisting of interest calculated at the rate of one and one-half percent per month calculated from the expiration of the forty-five (45) day period until fully paid. Payment made is based on the postmark date or hand delivery

date. No late payment interest shall be due and owing for payments withheld in good faith for reasonable cause.

- 12.3 For reasonable cause and/or when satisfactory progress has not been achieved by the Contractor during any period for which a payment is to be made, the City's authorized agent may retain a percentage of said payment, not to exceed 5% of the contract value to insure performance of the contract. Said cause and progress shall be determined by the City's authorized agent, in his sole discretion, based on his assessment of any past performance of the Contractor and the likelihood that such performance will continue. Upon completion of all contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.
- 12.4 The City may withhold payment or final payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.
- 12.5 Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within thirty days of the certification of completion of the project by the City's authorized agent provided the Contractor has completed filing of all contractually required documents and certifications with the City's authorized agent, including acceptable evidence of the satisfaction of all claims or liens.

13.0 CHANGES, ADDITIONS, DEDUCTIONS, AND EXTRA WORK

Upon proper action by the City of Hattiesburg, the City's authorized agent may authorize changes, additions, or deductions from the work to be performed by written notice to the Contractor. No extra work shall be done or any obligation incurred except upon written order by the City's authorized agent. If any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, under this contract, the City's authorized agent shall make an equitable adjustment and modify the contract in writing.

14.0 TERMINATION OF THE CONTRACT

- 14.1 This contract may be terminated at any time for the convenience of the City. The City agrees to pay the contractor for all work completed through the termination date, as well as any demobilization costs that were a part of the original contract.
- 14.2 This contract shall be terminated for cause if the Contractor defaults in the performance of any of the terms hereof, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by the City's authorized agent within 24 hours of delivery of notice of said deficiency. The City retains all other legal or equitable rights or remedies existing as a result of said default,

including but not limited to any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5% of said contract price.

15.0 WARRANTIES AND REPRESENTATION

- 15.1 This contract is binding upon and insures to the benefit of the City or Assigns and is the whole agreement of the parties and governed by the Laws of the State of Mississippi.
- 15.2 The Contractor shall comply with all Federal, State, County and municipal laws, ordinances, and regulations. The Contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin, or ancestry. The Contractor further certifies he is eligible to perform this contract under Local and Federal law, is not now and has never been debarred from performing Federal or State government contracts and that all subcontractors used in the performance of this contract have the same qualification.

16.0 DEFICIENCIES, CORRECTIVE ACTIONS, AND DEDUCTIONS

- 16.1 When the Contractor's work does not conform to the Contract requirements completely, a deficiency exists. If a deficiency(s) is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if noncompliance levels have been exceeded for services inspected.
- 16.2 Corrective Actions. If deficiencies are identified, the City must take action to correct these deficiencies using one, or in some cases a combination of, the following:
 - 16.2.1 Stop Unsafe Work. The City's authorized agent may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.
 - 16.2.2 Issue a Stop Work Order. If the City's authorized agent determines the deficiency is serious, the City can issue a stop work order.
 - 16.2.3 Reduced Value Deduction. The City may reduce the Contract price to reflect the reduced value of the services performed. This method is normally used when the work is performed by the City or another contractor rather than the Contractor under this contract. The amount of the deduction is equal to the value of the service(s) not performed. As appropriate, calculation of deductions for certain deficiencies will be made using approved methods allowed by the contract clause entitled "Inspection of Services."
 - 16.2.4 The Contract may be terminated.
- 16.3 The City may discuss corrective actions with the Contractor to prevent future occurrences.

- 16.4 The City's authorized agent will notify the Contractor, in writing, of any observed noncompliance with the aforementioned Federal, State, or Local laws or regulations. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose. After receipt of such notice, immediately inform the City's authorized agent of proposed corrective action, and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the City's 'authorized agent may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by the Contractor.

17.0 NOTICES

- 17.1. At the time of the award, the Contractor shall designate, in writing, a Contractor's Representative (CR) to receive any Notice required hereunder and who shall be available at the Local work site in Hattiesburg, during all times that the Contractor is performing work in accordance herewith. A copy of said designation shall be provided to the City's authorized agent at the time of award.
- 17.2. The only City personnel authorized to receive any Notice required hereunder shall be the City's authorized agent. Said Notice must be hand delivered during normal business hours to the location designated by the City. That location is:

City of Hattiesburg
Attn: Director of Transportation and Engineering
212 West Front Street
Hattiesburg, Mississippi 39401

18.0 OTHER CONTRACTS

The City reserves the right to issue other contracts or direct other contractors to work within the area included in this contract.

19.0 ATTACHMENTS

1. Price Proposal Form
2. List of Proposed Subcontractors
3. Debarment Certification Form
4. E-Verify Certification Form

20.0 PROPOSAL EVALUATION CRITERIA

Below is the criteria that will be used by the City to evaluate and score responsive and qualified proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the following:

CRITERIA		WEIGHTED %
Contractor's Experience / Past Performance / Individual Credentials of Contractor and Team (Years of experience; similar projects; experience in debris removal and disposal; experience with FEMA/MEMA programs/coordination)		30
Proposal/Work Plan for the City of Hattiesburg Project		30
Price		40
Total Score		100%

21.0 ACCEPTANCE OF CONTRACT

The Contractor shall provide all the documentation required as per SECTION BONDING AND INSURANCE of this contract within the specified time limit, and provide a list of all Subcontracts and Proof of Insurance of all Subcontractors being used under this contract.

The Contractor shall provide proof of Worker's Compensation as required by the State of Mississippi.

As agreed upon by the City of Hattiesburg and _____
_____ (Contractor's name), Local subcontractors and individuals will be used, to the extent possible, during this debris removal project.

The Contractor agrees to complete the work in a professional, workmanlike manner and within the scope of work guidelines set forth above based on the unit pricing submitted by the contractor in the attached BIDDING SCHEDULE.

BY WITNESS WHEREOF, the parties have agreed to the above requirements and have entered into the above contract this _____ (date).

City of Hattiesburg, State of
Mississippi

Contractor

By: _____
Name & Title

By: _____
Name & Title

By: _____
Name & Title

By: _____
Name & Title

ATTACHMENT 1
PRICE PROPOSAL FORM
DISASTER DEBRIS REMOVAL AND DISPOSAL

Name of Company: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

Contractor's License (C.O.R.) Number: _____

NOTE: Respondents are to make no changes to the table below and are to fill it out completely. Values must be provided for all categories below or your response may be deemed non-responsive.

The FEE PROPOSAL SCHEDULE included on the following sheet should be completed in order to provide the CITY with a complete schedule of values for the services that may be performed as a part of this RFP. There are no quantities listed on the FEE PROPOSAL SCHEDULE. The proposer is responsible for providing the due diligence to make the necessary estimations of quantities for the included pay items and to provide unit prices based on the information that is deemed to accurately reflect the conditions in the field for the pay items listed on the FEE PROPOSAL SCHEDULE. Payment will be made during the contract based on the unit prices included in the proposal.

FEE PROPOSAL SCALE

DEBRIS REMOVAL AND DISPOSAL SERVICES

THIS IS NOT AN EXCLUSIVE CONTRACT. COST PLUS FIXED FEE
OR COST PLUS PERCENTAGE WILL BE REJECTED AND NOT
CONSIDERED.

1. No tipping fee or disposal cost may be back charged to the City. All tipping fees/ disposal costs shall be paid by Contractor and shall be the responsibility of Contractor. Contractor shall not utilize County-owned TDRS or Landfill Sites for disposal without prior approval from the City reflected on its minutes.
2. All pay items/fees are for validated loads picked up at designated work zones.
3. It is Contractor's responsibility to have, secure, manage, maintain, permit and remediate TDRS sites, as needed. No additional pay item or fees shall be paid therefore. TDRS sites must be remediated at no cost to City. All areas, public and private must be left in a clean condition. In the event a TDRS is used, management of TDRS's processing, grinding, chipping and other reduction means are **NOT SEPARATE PAY ITEMS** and are the responsibility of the Contractor.
4. Contractor will be responsible for negotiating and paying all disposal and tipping fees. Tipping fees shall be a direct pass through and will be reimbursed by the City. Contractor shall not include tipping fees in quoted costs.

DEBRIS REMOVAL, PROCESSING AND DISPOSAL

Item	Description of Service	Cost	Unit
1.	Eligible Vegetative Debris removal from public property, public rights-of-way, and cleaning and removal of debris from private property (Right of Entry Program other than demolition of damaged structures). Loads will be measured based on incoming yardage.	_____	CY
	Validated loads picked up at designated work zones and hauled to Temporary Debris Reduction Site (TDRS).		
	Validated loads picked up at designated work zones and hauled to Final Disposal Site (FDS)	_____	CY
2.	Eligible Construction Debris removal from public property, public rights-of-way and cleaning and removal of debris from private property (Right of Entry Program other than demolition of damaged structures). Validated loads picked up at designated work zones and hauled directly to final disposal site.	_____	CY

3.	Eligible Vegetative debris reduction, removal, and disposal from TDRS and hauling to Final Disposal site . Validated loads hauled and finally disposed.	_____	CY
4.	Demolish Damaged Structures (public and private). Remove, haul, and dispose of all debris from damaged structures from public property or private property (Right of Entry Program) **Price to include demolition**.	_____	CY
	Demolish Damaged Structures (public and private). Remove, haul, and dispose of all debris from damaged structures from public property or private property containing regulated asbestos material.	_____	CY
5.	Remove, load, haul, recycle, and disposal of eligible White Goods . Includes compliance with EPA and State requirements for making white goods disposable. Validated loads picked up at designated work zones, hauled, recycled, and finally disposed.	_____	Unit
6.	Pick up, haul, and disposal of eligible Household Hazardous Material in accordance with all applicable Federal and State rules, regulations, and laws.	_____	Unit
7.	Electronic Waste dispose of eligible e-waste in a way complying with all applicable Federal, State, and Local Laws.	_____	Unit
8.	Hazardous Stumps - Extraction, Haul and Disposal. Contractor shall measure each stump 2 feet above normal ground level to determine the diameter of the trunk.	_____	/Stump
	24 to <48 inches	_____	/Stump
	48 inches or greater	_____	/Stump
9.	Fill Soil as directed by the City; place compatible fill soil in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose a significant threat to public health and safety.	_____	CY

10.	Removal of Soil, Mud, and Sand from Streets and Sidewalks.	_____	CY
	Storm and Sanitary Sewers	_____	CY
	Water Treatment Facilities	_____	CY
	Drainage Canals and Basins	_____	CY
11.	Eligible Leaners and Hangers on Public and/or Private Property:	_____	Each
11a.	Removal of hazardous hanging limbs 2” to 5.99”	_____	Each
11b.	Removal of hazardous hanging limbs 6” to 12”	_____	Each
11c.	Removal of hazardous hanging limbs 12” and greater	_____	Each
11d.	Removal of hazardous standing trees 6” – 11.99” in diameter	_____	Each
11e.	Removal of hazardous standing trees 12” – 23.99” in diameter	_____	Each
11f.	Removal of hazardous standing trees 24” – 35.99” in diameter	_____	Each
11g.	Removal of hazardous standing trees 36” – 47.99” in diameter	_____	Each
11h.	Removal of hazardous standing trees 48” in diameter	_____	Each
12.	Vehicle and Marine Debris Removal		
12a.	Boat Removal	_____	Unit
12b.	Vehicle Removal	_____	Unit
13.	Grinding of Eligible Vegetative Debris	_____	CY
14.	Reduction by Uncontrolled Open Air Incineration	_____	CY
15.	Reduction by Controlled Open Air Incineration	_____	CY
16.	Reduction by Air Curtain Pit Incineration	_____	CY
17.	Reduction by Portable Air Curtain Incinerators	_____	CY

ADDITIONAL SERVICES PROVIDED AT NO COST:

- A. Training and Assistance - Sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.
- B. Preliminary Damage Assessment - Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. Mobilization and Demobilization - All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
- D. Supply all necessary Towers at TDRS and Final Disposal Sites.
- E. Temporary Storage of Documents - The Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.
- F. Reporting and Documentation - The Contractor shall provide and submit to the City all reports and documents as may be necessary to adequately document its performance of this Contract.

Company Name

Signature of Company Representative

Printed Name

ATTACHMENT 2

LIST OF PROPOSED SUBCONTRACTORS

DISASTER DEBRIS REMOVAL AND DISPOSAL

Company Name: _____ MBE/DBE: _____

Company Address: _____

Company Contact Person: _____

Proposed Scope of Work: _____

Company Name: _____ MBE/DBE: _____

Company Address: _____

Company Contact Person: _____

Proposed Scope of Work: _____

Company Name: _____ MBE/DBE: _____

Company Address: _____

Company Contact Person: _____

Proposed Scope of Work: _____

Company Name: _____ MBE/DBE: _____

Company Address: _____

Company Contact Person: _____

Proposed Scope of Work: _____

(Make Additional Copies of this Sheet if Needed)

ATTACHMENT 3

REQUEST FOR PROPOSAL DEBRIS REMOVAL AND DISPOSAL SERVICE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, pages 19210 and 19211:

- (1) The CONTRACTOR certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default;
 - (e) have not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONTRACTOR further certifies, to the best of his/her knowledge and belief, that:
 - (f) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONTRACTOR shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONTRACTOR for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONTRACTOR) to solicit or secure this agreement;
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement; or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above CONTRACTOR) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly Stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Emergency Management Agency, in connection with the Agreement involving participation of Federal disaster relief funds, and is subject to applicable State and Federal laws, both criminal and civil.

SO CERTIFIED this day of _____, 20____.

CONTRACTOR'S NAME HERE

BY: _____
(Typed Name)

ATTEST: _____

My Commission Expires: _____
Notary

ATTACHMENT 4

REQUEST FOR PROPOSAL CITY OF HATTIESBURG DEBRIS REMOVAL AND DISPOSAL SERVICE

PRIME CONSULTANT/CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the CITY, MEMA, Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the CITY has registered with and is participating in a Federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the CITY if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the CITY, if requested, for the benefit of the CITY or this CONTRACT.

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any State or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____
Authorized Officer or Agent

Date

Printed Name of Authorized Officer or Agent

Title

SWORN TO AND SUBSCRIBED before me on this the ____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable Federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Deborah Bourne
cc:
Date: Tuesday, June 20, 2023
Re: Approve the City's purchase of (1) one grave space, located in the North Half (N 1/2) of the Northeast Quarter (NE 1/4), Lot 61, Section 39, at Highland Cemetery, Minute Book# 2022- Page # 167, in the amount of \$ 175.00 from Octavia Carroll Cooper Authorize manual check for the same.
File Number: 2023-391
Minute Book #

Summary

Approve the City's purchase of (1) one grave space, located in the North Half (N 1/2) of the Northeast Quarter (NE 1/4), Lot 61, Section 39, at Highland Cemetery, Minute Book# 2022- Page # 167, in the amount of \$ 175.00 from Octavia Carroll Cooper Authorize manual check for the same.

Recommendation Statement

I am recommending approval of the City's purchase of (1) one grave space.

Please place this on the June 20, 2023 City Council meeting for consideration.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

Date: 06/06/2023

To whom it may concern:

I, Octavia Carroll Cooper am requesting to sell back (1) grave space (s)

Located at Highland Cemetery, in Section 39, Lot 61, N 1/2 of the NE 1/4, to the

City of Hattiesburg, which was purchased on April 03, 2023 at the price

of \$ 175.⁰⁰ per grave space. Total amount due this request \$ 175.⁰⁰
MB 2022-167

Sincerely,

x Octavia C Cooper

Mail to:

Octavia Carroll Cooper
613 Belle oak lane
Brandon, ms. 39042

Phone#

601-969-7560

Approved By:
Deborah Denard
06/06/2023



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Dave Ware

COUNCIL - WARD FIVE
Nicholas Brown

June 06, 2023

This letter is to acknowledge that the purchase for the grave space for Ms. Joyce Carroll on April 03, 2023, on Section 39, Lot 61, who is the deceased was purchased by her daughter Ms. Octavia Carroll Cooper, after making the purchase the brother of Ms. Joyce Carroll donated a grave space to Ms. Joyce Carroll to be close to the family which he owned on Section 31, Lot 32, at Highland Cemetery. Ms. Octavia Carroll Cooper has decided she will not need the space she originally purchased for her mom on Section 39, Lot 61 and has requested to sell that grave space back to the city. Please see the signed request to sell back one (1) grave space located at Highland Cemetery, Section 39, Lot 61, North Half (N ½) of the Northeast Quarter (NE ¼), in the amount of \$ 175.00, and please make the check payable to: Octavia Carroll Cooper as she was the one to make the debit card payment, which a copy of the debit card transaction is in the attachments.

Sincerely,


Deborah Bourne

Division Manager

Cemetery Division

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 04-03-2023

SOLD TO:

Mr. Mrs. Miss Joyce Carroll

ADDRESS 613 Belle Oak Lane Brandon, MS 39042

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 61 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

Card

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

CITY OF HATTIESBURG CEMETERY A
3401 W 7TH ST
HATTIESBURG, MS 39401
(601) 545 4661
HEADER 61

Bank ID: 6011
Merchant ID: 1957
Term ID: 001

Sale

XXXXXXXXXX3051
VISA

Entry Method: Chip

Amount: \$ 175.00
Tax: \$ 0.00
Total: \$ 175.00

04/03/23 13:30:30
Inv #: 000001 Appr Code: 458700
Apprvd: Online Batch#: 093001
Retrieval Ref #: 0010001

I agree to pay above total amount
according to card issuer agreement
(Merchant agreement if credit voucher)

[Signature]
CARRIED OVER TAX

VISA DEBIT
AID: 0000000000000000
TSI: 6000
TVR: 0000000000

Merchant Copy

O. Carroll Cooper
FOOTER 41

MB 2022-167

Rec'd 5/5/2023

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Joyce Carroll, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 61

Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 18th day of April, 2023.

ATTEST:

CITY CLERK

(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

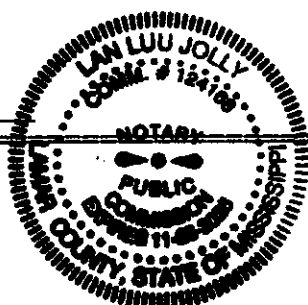
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 18th day of April, 2023.

My Commission Expires:

11-28-2026



Lan Luu Jolly
NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Deborah Bourne
cc:
Date: Tuesday, June 20, 2023
Re: Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.
File Number: 2023-390
Minute Book #

Summary

Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Recommendation Statement

I am recommending approval of the sale of grave spaces.

Please place this on the June 20, 2023 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Bobby F. Shelby

(1) Space \$ 175.00

North half (N ½) of the Northwest Quarter (NW ¼)

Lot 116, Section 39, Highland Cemetery

LaFaund Cooley

(1) Space \$ 150.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 71, Section 2, South Hill Cemetery

LaFaund Cooley

(1) Space \$ 150.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 71, Section 2, South Hill Cemetery

Lugene Cooley

(2) Spaces \$ 300.00

Southeast Quarter (Se ¼)

Lot 71, Section 2, south Hill Cemetery

Beatrice Chambliss

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 104, Section 39, Highland Cemetery

Willie Chambliss

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 104, Section 39, Highland Cemetery

Chara Carter

(1) Space \$ 150.00

East Half (E ½) of the Northwest Quarter (NW ¼)

Lot 99, Section 1, South Hill Cemetery

Bobby & Lisa Graham

(2) Spaces \$ 350.00

Southeast Quarter (SE ¼)

Lot 9, Section 39, Highland Cemetery

Sabrina Foley

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 111, Section 39, Highland Cemetery

Joyce King

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 38, Section 34, Highland Cemetery

Desera Allen

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 80, Section 39, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06-02 2023

SOLD TO:

Mr. Mrs. Miss

Bobbie F. Shelby

ADDRESS

2512 Plymouth St. Hattiesburg, ms 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 116 Section No. 39 in Highland Cemetery

Number of grave spaces

1

Price per grave space \$

175.00

Price Received \$

175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06-06 2023

SOLD TO:

Mr. Mrs. Miss

Desera Allen

ADDRESS

101 Currie St. Hattiesburg, ms 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

SW 1/4 Lot No. 80 Section No. 39 in Highland Cemetery

Number of grave spaces

2

Price per grave space \$

175.00

Price Received \$

350.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 05/30/ 20 23

SOLD TO:

Mr. Mrs. Miss

Lafaud Copley

ADDRESS

71 McLenore Rd, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 71 Section No. 2 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.⁰⁰

Price Received \$ 150.⁰⁰

ck # 3181

CITY OF HATTIESBURG, MISSISSIPPI

By

Deborah Bourne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 05/30/ 20 23

SOLD TO:

Mr. Mrs. Miss

Lafaud Copley

ADDRESS

71 McLenore Rd, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 71 Section No. 2 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.⁰⁰

Price Received \$ 150.⁰⁰

ck # 3181

CITY OF HATTIESBURG, MISSISSIPPI

By

Deborah Bourne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 05/30/ 20 23

SOLD TO:

Mr. Mrs. Miss

Lugene Copley

ADDRESS

164 McLenore Rd, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

SE $\frac{1}{2}$ $\frac{1}{4}$ Lot No. 71 Section No. 2 in South Hill Cemetery

Number of grave spaces 2 Price per grave space \$ 150.⁰⁰

Price Received \$ 300.⁰⁰

ck # 1.351

CITY OF HATTIESBURG, MISSISSIPPI

By

Deborah Bourne

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 05-24- 2023

SOLD TO:

Mr. Mrs. Miss

Beatrice Chambliss

ADDRESS

43 McCall St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 104 Section No. 39 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 05-24- 2023

SOLD TO:

Mr. Mrs. Miss

Willie Chambliss

ADDRESS

43 McCall St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 104 Section No. 39 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 05-31- 2023

SOLD TO:

Mr. Mrs. Miss

Chara Carter

ADDRESS

1705 Second Terrace Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 NW 1/4 Lot No. 99 Section No. 1 in South Hill Cemetery

Number of grave spaces 1

Price per grave space \$ 150.⁰⁰

Price Received \$ 150.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 05-31- 2023

SOLD TO:

Mr. Mrs. Miss Bobby³ Lisa Graham

ADDRESS 57 Katherine Ave. Sumrall, MS 39482

desires to purchase the grave space described below, subject to Cemetery regulations.

SE 1/2 Lot No. 9 Section No. 39 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.⁰⁰

Price Received \$ 350.⁰⁰

Card

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06/02/ 2023

SOLD TO:

Mr. Mrs. Miss Sabrina Foley

ADDRESS 19 Colby Lane, Petal, MS 39465

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NE Lot No. 111 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

Debit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bawne
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 6-2- 2023

SOLD TO:

Mr. Mrs. Miss JOYCE KENB

ADDRESS 622 NEWORLEANS ST. HATTIESBURG MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NE Lot No. 38 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Desera Allen, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¹/₄)

Lot Number 80 Section Number 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day June, 2023.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of June, 2023

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Chara Carter, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Northwest Quarter (NW¼)

Lot Number: 99 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of June, 2023.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of June, 2023.

My Commission Expires: _____
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto LaFaund Cooley, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot Number: 71 Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of June, 2023.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of June, 2023.

My Commission Expires: _____
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Bobby & Lisa Graham, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number 9 Section Number 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day June, 2023.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of June, 2023

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Willie Chambliss, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 104

Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of June, 2023.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of June, 2023.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Beatrice Chambliss, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 104

Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of June, 2023.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of June, 2023.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Joyce King, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 38

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of June, 2023.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of June, 2023.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Sabrina Foley, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 111

Section 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of June, 2023.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 20th day of June, 2023.

My Commission Expires:

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council
From:
cc:
Date: Tuesday, June 20, 2023
Re: Approve claims docket for the period ending June 16, 2023.
File Number: 2023-395
Minute Book #

Summary

Recommendation Statement

Please place this on the June 20, 2023 City Council meeting for consideration.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9																				
ACCOUNT/VENDOR			INVOICE		PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION								
BALANCE SHEET																				
D/F LIBRARY																				
001000	0520LB																			
002158	AT&T	M8183270010594	4/23	0		2023	9	INV	P	250.11	061623	297232	LONG DISTANCE CHARG							
002158	AT&T	M8183270010594	5/23	0		2023	9	INV	P	251.10	061623	297233	LONG DISTANCE SERVI							
										501.21										
ACCOUNT TOTAL										501.21										
GAS/LUBRICANT-CITY BARN																				
001000	060100																			
049752	PIGOTT OIL COMPANY	320593	2303506	2023	9	INV	P			24,374.21	061623	297401	GAS & DIESEL/FUEL S							
049752	PIGOTT OIL COMPANY	320808	2303579	2023	9	INV	P			19,099.19	061623	297401	GAS & DIESEL/FUEL S							
										43,473.40										
ACCOUNT TOTAL										43,473.40										
DAMAGE DEPOSITS																				
001000	122000																			
049986	SARAH DIXON	S DIXON 5/4/23	0			2023	9	INV	P	500.00	061623	297423	REFUND SECURITY DEP							
ACCOUNT TOTAL										500.00										
ORG 001000 TOTAL										44,474.61										
REVENUES																				
POLICE/FIRE-SPECIAL DUTY																				
001001	287000																			
047581	PROTECTION AGENCY & 1572	0				2023	9	INV	P	672.00	061623	297408	H MCARTHUR EVENT 2/							
ACCOUNT TOTAL										672.00										
POLICE FINES																				
001001	332000																			
004271	SOUTHERN FINANCIAL S CMCHAT2 5/2-5/16/23	0				2023	9	INV	P	50.00	061623	297435	POLICE FINES COLLEC							
004271	SOUTHERN FINANCIAL S CMCHAT3 5/2-5/16/23	0				2023	9	INV	P	253.21	061623	297436	POLICE FINES COLLEC							
										303.21										
ACCOUNT TOTAL										303.21										
ORG 001001 TOTAL										975.21										
CITY COUNCIL																				
TELEPHONE AND TELEGRAPH																				
001003	606000																			
002160	AT&T MOBILITY	287273578351X060823	0			2023	9	INV	P	291.38	061623	297234	MB#2016-287/WIRELES							
ACCOUNT TOTAL										291.38										
TRAVEL EXP-WARD 1																				
001003	611001																			
004017	REGIONS CARDHOLDER S 4341 - 05-31-2023	0				2023	9	INV	P	1,700.00	061623	297413	4341 - 05-31-2023 C							
ACCOUNT TOTAL										1,700.00										
TRAVEL EXP-WARD 2																				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9													
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION
004017	REGIONS	CARDHOLDER S	2080 - 05-31-2023		0	2023	9	INV	P	230.96	061623	297413	2080 - 05-31-2023 C
ACCOUNT TOTAL										230.96			
001003	684502					REG FEE/TUITION-WARD 2							
004017	REGIONS	CARDHOLDER S	1708 -05-31-2023		0	2023	9	INV	P	250.00	061623	297413	1708 - 05-31-2023 C
ACCOUNT TOTAL										250.00			
001003	732700					DATA PROCESSING EQUIP.							
002383	C D W GOVERNMENT		JR87015		2303360	2023	9	INV	P	782.22	061623	297260	LAPTOPS FOR VARIOUS
ACCOUNT TOTAL										782.22			
ORG 001003 TOTAL										3,254.56			
001015				CITY COURT									
001015	510000					CLEANING/JANITORIAL SPLY							
003810	OFFICE PRODUCTS PLUS		1015276-1		2302751	2023	9	INV	P	35.00	061623	297391	COURT JANITORIAL SU
ACCOUNT TOTAL										35.00			
001015	604800					OTHER PROF.-VICTIM'S ADV.GRANT							
002564	COURT PROGRAMS INC		5561153		0	2023	9	INV	P	860.00	061623	297287	GR# 1H79TI081923-01
003917	PINE BELT MENTAL HEA		2023-04		0	2023	9	INV	P	9,333.80	061623	297403	COURT BHC PINE BELT
ACCOUNT TOTAL										10,193.80			
001015	604900					OTHER PROFESSIONAL SERV.							
049426	ENMON ENTERPRISES		SEM06230213		2300688	2023	9	INV	P	1,320.00	061623	297305	2 QUOTE JANITORIAL
ACCOUNT TOTAL										1,320.00			
001015	604901					OTHER PROF-TECHNOLOGY							
004050	RICOH CORP		5067437785		0	2023	9	INV	P	251.97	061623	297416	COURT RICOH COPIER
004057	RJ YOUNG COMPANY		INV6346763		0	2023	9	INV	P	168.00	061623	297417	COURT RJ YOUNG COPI
ACCOUNT TOTAL										419.97			
001015	606000					TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY		287273578351X060823		0	2023	9	INV	P	470.62	061623	297234	MB#2016-287/WIRELES
ACCOUNT TOTAL										470.62			
001015	611000					TRAVEL EXPENSE							
003574	MCSWAIN, PHILLIP		97980T		0	2023	9	INV	P	1,485.88	061623	297363	CASH ADV PMCSWAIN M
ACCOUNT TOTAL										1,485.88			
001015	635000					BUILDING R&M							

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
004321	SPIRE	G2023-JUN 5	0	2023	9	INV P	20.00	061623	297441	SPIRE-VARIOUS DEPT-
ACCOUNT TOTAL							20.00			
001015	684500			REGISTRATION FEE/TUITION						
003694	MS MUNICIPAL LEAGUE	2594874514380	0	2023	9	INV P	350.00	061623	297377	MML ANNUAL CONFEREN
ACCOUNT TOTAL							350.00			
ORG 001015 TOTAL							14,295.27			
001020				MAYOR/ADMIN.						
001020	511500			FOOD						
003053	H'BURG COCA COLA BOT	36021572038	0	2023	9	INV P	138.75	061623	297326	ADMINSTATION/WATER/
ACCOUNT TOTAL							138.75			
001020	535500			WEARING APPAREL						
003216	J M H GRAPHICS	38433	2303427	2023	9	INV P	588.70	061623	297342	JMH QUOTE FOR ADMIN
ACCOUNT TOTAL							588.70			
001020	570000			MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	287308925627X060523	0	2023	9	INV P	47.20	061623	297236	MB2016-287/GEOTAB/M
ACCOUNT TOTAL							47.20			
001020	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X060823	0	2023	9	INV P	172.03	061623	297234	MB#2016-287/WIRELES
002160	AT&T MOBILITY	287289913717X060523	0	2023	9	INV P	99.27	061623	297235	MB2016-287/WIRELESS
							271.30			
ACCOUNT TOTAL							271.30			
001020	611000			TRAVEL EXPENSE						
002196	BARKER, THOMAS	MML2023	0	2023	9	INV P	184.00	061623	297247	MML 2023 TRAVEL EXP
002709	EATON, ALVIN K (PETT	MML2023	0	2023	9	INV P	184.00	061623	297297	MML 2023 TRAVEL EXP
003274	JONES, ANN	MML2023	0	2023	9	INV P	184.00	061623	297348	MML 2023 TRAVEL EXP
003527	MCCAIN, SAMANTHA	MML2023	0	2023	9	INV P	184.00	061623	297361	MML 2023 TRAVEL EXP
004017	REGIONS CARDHOLDER S	4524 - 05-31-2023	0	2023	9	INV P	2,583.83	061623	297413	4524 - 05-31-2023 C
047577	BERCH, MALCOLM	MML2023	0	2023	9	INV P	184.00	061623	297251	MML 2023 TRAVEL EXP
ACCOUNT TOTAL							3,503.83			
001020	615000			ADVERTISING						
004017	REGIONS CARDHOLDER S	4524 - 05-31-2023	0	2023	9	INV P	17.11	061623	297413	4524 - 05-31-2023 C

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9														
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION			
					ACCOUNT TOTAL			17.11						
001020	615300				ADVERTISING-MAYOR'S YOUTH CONF									
004017	REGIONS	CARDHOLDER	S	2080 - 05-31-2023	0	2023	9	INV	P	34.75	061623	297413	2080 - 05-31-2023	C
					ACCOUNT TOTAL			34.75						
001020	641000				OFFICE EQUIPMENT RENT									
003825	OWENS	BUSINESS	MACHI	461567	0	2023	9	INV	P	187.00	061623	297392	MNTHLY LEASE/ADMIN	
003825	OWENS	BUSINESS	MACHI	467586	0	2023	8	INV	P	187.00	061623	297392	CAN/IRC5535I/ADMIN	
003825	OWENS	BUSINESS	MACHI	467587	0	2023	8	INV	P	59.64	061623	297392	CAN/IRC5555I/ MNTHL	
								433.64						
					ACCOUNT TOTAL			433.64						
001020	684000				DUES AND MEMBERSHIPS									
047485	MISSISSIPPI	ECONOMIC		3273	0	2023	9	INV	P	225.00	061623	297370	MEDC YEARLY MEMBERS	
					ACCOUNT TOTAL			225.00						
001020	684500				REGISTRATION FEE/TUITION									
003691	MS	MUNICIPAL	ATTORNE	000173	0	2023	9	INV	P	550.00	061623	297376	SUMMER CONFERENCE	M
					ACCOUNT TOTAL			550.00						
					ORG 001020 TOTAL			5,810.28						
001040					MUNICIPAL CLERK									
001040	501000				OTHER EXPENDABLE OFF.SPL									
004017	REGIONS	CARDHOLDER	S	1286 - 05-31-2023	0	2023	9	INV	P	26.61	061623	297413	1286 - 05-31-2023	C
					ACCOUNT TOTAL			26.61						
					ORG 001040 TOTAL			26.61						
001042					ACCOUNTING DIV.									
001042	510000				CLEANING/JANITORIAL SPL									
004017	REGIONS	CARDHOLDER	S	6566 - 05-31-2023	0	2023	9	INV	P	226.78	061623	297413	6566 - 05-31-2023	C
					ACCOUNT TOTAL			226.78						
001042	684500				REGISTRATION FEE/TUITION									
004017	REGIONS	CARDHOLDER	S	4341 - 05-31-2023	0	2023	9	INV	P	169.00	061623	297413	4341 - 05-31-2023	C
					ACCOUNT TOTAL			169.00						
					ORG 001042 TOTAL			395.78						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001081 LOSS CONTROL									
001081	606000								
002160	AT&T MOBILITY	287273578351X060823	0	2023	9	INV P	93.57	061623	297234 MB#2016-287/WIRELES
							93.57		
ACCOUNT TOTAL							93.57		
ORG 001081 TOTAL							93.57		
001090 URBAN DEVELOPMT									
001090	501000								
004328	STAPLES	3533144649	2302383	2023	9	INV P	192.06	061623	297445 OFFICE SUPPLIES FOR
004328	STAPLES	3539611991	2303537	2023	9	INV P	77.96	061623	297445 OFFICE SUPPLIES FOR
004328	STAPLES	3540015823	2303622	2023	9	INV P	34.49	061623	297445 OFFICE SUPPLIES FOR
004328	STAPLES	3540081564	2303622	2023	9	INV P	26.98	061623	297445 OFFICE SUPPLIES FOR
							331.49		
ACCOUNT TOTAL							331.49		
001090 501100 N.I.P. SUPPLIES									
004017	REGIONS CARDHOLDER S	1286 - 05-31-2023	0	2023	9	INV P	3,048.49	061623	297413 1286 - 05-31-2023 C
							3,048.49		
ACCOUNT TOTAL							3,048.49		
001090 570000 MTR VEHICLE REP. PTS/SPL									
002160	AT&T MOBILITY	287308925627X060523	0	2023	9	INV P	212.40	061623	297236 MB2016-287/GEOTAB/M
							212.40		
ACCOUNT TOTAL							212.40		
001090 604900 OTHER PROFESSIONAL SERV.									
049847	NEARMAP US, INC.	INV00876060	2303047	2023	8	INV P	4,250.00	061623	297386 NEARMAP SUBSCRIPTIO
							4,250.00		
ACCOUNT TOTAL							4,250.00		
001090 606000 TELEPHONE AND TELEGRAPH									
002160	AT&T MOBILITY	287273578351X060823	0	2023	9	INV P	754.12	061623	297234 MB#2016-287/WIRELES
							754.12		
ACCOUNT TOTAL							754.12		
001090 611000 TRAVEL EXPENSE									
003996	QUINN, WILEY	MML2023	0	2023	9	INV P	184.00	061623	297410 MML 2023 TRAVEL EXP
							184.00		
ACCOUNT TOTAL							184.00		
001090 641000 OFFICE EQUIPMENT RENT									
004050	RICOH CORP	5067436708	0	2023	9	INV P	110.42	061623	297416 COPIER USAGE MAY 20
							110.42		
ACCOUNT TOTAL							110.42		
001090 684500 REGISTRATION FEE/TUITION									
004017	REGIONS CARDHOLDER S	4341 - 05-31-2023	0	2023	9	INV P	500.00	061623	297413 4341 - 05-31-2023 C

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
						ACCOUNT TOTAL			500.00			
						ORG 001090 TOTAL			9,390.92			
001091 INFO TECHNOLOGY												
001091	501000					OTHER EXPENDABLE OFF.SPL						
004017	REGIONS CARDHOLDER S	1708 -05-31-2023	0	2023	9	INV	P	38.09	061623	297413	1708 - 05-31-2023 C	
						ACCOUNT TOTAL			38.09			
001091	604900					OTHER PROFESSIONAL SERV.						
002160	AT&T MOBILITY	287289913717X060523	0	2023	9	INV	P	521.88	061623	297235	MB2016-287/WIRELESS	
						ACCOUNT TOTAL			521.88			
001091	606000					TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X060823	0	2023	9	INV	P	159.91	061623	297234	MB#2016-287/WIRELES	
						ACCOUNT TOTAL			159.91			
001091	606800					NETWORK						
002384	C SPIRE (MEGAGATE)	3000667134-22	0	2023	9	INV	P	775.00	061623	297261	NETWORK/INTERET - M	
002384	C SPIRE (MEGAGATE)	683013-68	0	2023	9	INV	P	8,375.42	061623	297261	NETWORK/INTERET - M	
									9,150.42			
						ACCOUNT TOTAL			9,150.42			
001091	636500					OFFICE EQUIPMENT R&M						
003342	KRONOS INCORPORATED	12081733	229612	2023	9	INV	P	3,644.47	061623	297353	KRONOS RENEWAL - IT	
004050	RICOH CORP	5067404812	0	2023	9	INV	P	129.55	061623	297416	CHARGES FOR PRODUCT	
						ACCOUNT TOTAL			3,774.02			
						ORG 001091 TOTAL			13,644.32			
001092 GEN.GOV'T.BLDG												
001092	546000					MINOR EQUIPMENT						
003543	MCELHANEY PLUMBING I	296138	2303659	2023	9	INV	P	209.40	061623	297362	MATERIAL TO REPAIR	
						ACCOUNT TOTAL			209.40			
001092	630000					GAS						
004321	SPIRE	G2023-24 MAY	0	2023	9	INV	P	76.35	061623	297441	SPIRE-ART MUSEUM-5/	
004321	SPIRE	G2023-JUN 5	0	2023	9	INV	P	1,056.72	061623	297441	SPIRE-VARIOUS DEPT-	
									1,133.07			
						ACCOUNT TOTAL			1,133.07			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR TYP S	WARRANT	CHECK	DESCRIPTION
001092	630500					ELECTRICITY			
003700	MS POWER COMPANY	E2023-	JUNE	02	0	2023 9 INV P	1,807.08	061623	297378 MISSISSIPPI POWER-V
ACCOUNT TOTAL							1,807.08		
001092	639400					DISINFECT./EXTERMINATION			
003040	HAVARD PEST CONTROL	2116657			0	2023 9 INV P	90.00	061623	297329 HAVARD PEST CONTROL
ACCOUNT TOTAL							90.00		
001092	644900					OTHER RENT			
002720	EDWARDS PROPERTY MGM	2020-136	7/2023		0	2023 9 INV P	1,100.00	061623	297300 DRIVER'S LICENSE RE
ACCOUNT TOTAL							1,100.00		
ORG 001092 TOTAL							4,339.55		
001093						INTERMODAL FAC O&M			
001093	559000					OTHER OPERATING MATL/SPLY			
003772	NEWELL PAPER COMPANY	4152786				2303582 2023 9 INV P	375.92	061623	297388 MATERIAL FOR TRAIN
ACCOUNT TOTAL							375.92		
001093	635000					BUILDING R&M			
003905	PIERCE PLUMBING INC	24508692				2303509 2023 8 INV P	813.96	061623	297400 RESTROOM REPAIR IN
ACCOUNT TOTAL							813.96		
001093	635700					PLUMBING EQUIPMENT R&M			
003905	PIERCE PLUMBING INC	608548			0	2023 9 INV P	398.00	061623	297400 SERVICE CALL TO TRA
ACCOUNT TOTAL							398.00		
ORG 001093 TOTAL							1,587.88		
001094						METRPLTN PLANG.			
001094	604900					OTHER PROFESSIONAL SERV.			
002160	AT&T MOBILITY	287273578351X060823			0	2023 9 INV P	37.23	061623	297234 MB#2016-287/WIRELES
ACCOUNT TOTAL							37.23		
001094	636500					OFFICE EQUIPMENT R&M			
004017	REGIONS CARDHOLDER S	1708 -05-31-2023			0	2023 9 INV P	446.17	061623	297413 1708 - 05-31-2023 C
ACCOUNT TOTAL							446.17		
ORG 001094 TOTAL							483.40		
001095						G/G INS.OTH SER			
001095	602500					LEGAL			
002048	ADAMS AND REESE, LLP	1221855			0	2023 9 INV P	9,200.40	061623	297221 LEGAL ASSISTANCE TR

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION	
003090	HICKS LAW FIRM, LLC	10935	0	2023	9	INV P	740.00	061623	297332	PLAAS INCORPORATED	
003090	HICKS LAW FIRM, LLC	10936	0	2023	9	INV P	2,840.00	061623	297332	GENERAL FILE	
							3,580.00				
003637	MONTAGUE, PITTMAN &	49273	0	2023	8	INV P	500.00	061623	297373	GENERAL COUNSEL FOR	
049330	PHELPS DUNBAR LLP	1301779	0	2023	9	INV P	325.00	061623	297398	GENERAL ADVICE AND	
ACCOUNT TOTAL							13,605.40				
001095	602701	MEDICAL ANALYSIS-EMP CLINIC									
002523	COMCAST CABLEVISION	COMCAST-5/26/23	0	2023	9	INV P	192.64	061623	297284	COMCAST-EMPLOYEE CL	
003576	MEDICAL ANALYSIS-GHV	10976	0	2023	9	INV P	29,515.90	061623	297364	5/23 EMPLOYEE CLINI	
047011	JANI-KING OF SOUTH E	C06230009	2300340	2023	9	INV P	415.00	061623	297343	MB#2022-831 TWO QUO	
ACCOUNT TOTAL							30,123.54				
001095	604900	OTHER PROFESSIONAL SERV.									
004694	ZAC FAIRLEY APPRAISA	1129	0	2023	9	INV P	12,000.00	061623	297475	APPASIAL REPORTS FO	
ACCOUNT TOTAL							12,000.00				
001095	606000	TELEPHONE AND TELEGRAPH									
002158	AT&T	L2023 6/4/23	0	2023	9	INV P	148.83	061623	297231	BLUE LIGHTS "LONG D	
002158	AT&T	L2023-5.28.23	0	2023	9	INV P	223.95	061623	297231	BLUE LIGHTS"LONG DI	
002158	AT&T	M8183270010594 4/23	0	2023	9	INV P	4,956.74	061623	297232	LONG DISTANCE CHARG	
002158	AT&T	M8183270010594 5/23	0	2023	9	INV P	4,926.03	061623	297233	LONG DISTANCE SERVI	
							10,255.55				
047050	C SPIRE (IP)	L2022 6/1	0	2023	9	INV P	6,389.47	061623	297262	CSPIRE MS GOV-69259	
ACCOUNT TOTAL							16,645.02				
ORG 001095 TOTAL							72,373.96				
001100	POLICE/PUB.SFTY										
001100	501000	OTHER EXPENDABLE OFF.SPL									
003825	OWENS BUSINESS MACHI	467505	2303454	2023	8	INV P	426.44	061623	297392	TONER FOR RECORDS-H	
ACCOUNT TOTAL							426.44				
001100	525000	GAS AND OIL									
002869	FUELMAN OF MS	NP64408316	0	2023	8	INV P	42.60	061623	297318	OFFSITE FUEL CHARGE	
002869	FUELMAN OF MS	NP64509264	0	2023	9	INV P	116.28	061623	297318	OFF SITE FUEL CHANG	
							158.88				
048225	FLASH MARKET	FUEL 5/1-5/31/23	0	2023	9	INV P	749.27	061623	297313	REMOTE FUEL PURCHAS	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									908.15		
001100	535000	UNIFORMS, BADGES, ETC.									
003588	MID SOUTH UNIFORM &	640213	2302724	2023	9	INV	P	241.40	061623	297367	OUTER CARRIER FOR S
ACCOUNT TOTAL									241.40		
001100	535500	WEARING APPAREL									
002879	GALL'S LLC	024613545	2301286	2023	8	INV	P	351.21	061623	297319	CROSSING GUARD SHIR
003588	MID SOUTH UNIFORM &	639913	2303076	2023	9	INV	P	972.50	061623	297367	VEST REPLACEMENT FO
004017	REGIONS CARDHOLDER S	2080 - 05-31-2023	0	2023	9	INV	P	1,415.89	061623	297413	2080 - 05-31-2023 C
004017	REGIONS CARDHOLDER S	4341 - 05-31-2023	0	2023	9	INV	P	935.69	061623	297413	4341 - 05-31-2023 C
004017	REGIONS CARDHOLDER S	6566 - 05-31-2023	0	2023	9	INV	P	751.77	061623	297413	6566 - 05-31-2023 C
									3,103.35		
ACCOUNT TOTAL									4,427.06		
001100	546000	MINOR EQUIPMENT									
003742	N & H ELECTRONIC DIS	237078	2303619	2023	9	INV	P	82.56	061623	297382	ZIP TIES FOR EVIDEN
ACCOUNT TOTAL									82.56		
001100	559000	OTHER OPERATING MATL/SPLY									
004017	REGIONS CARDHOLDER S	6566 - 05-31-2023	0	2023	9	INV	P	353.07	061623	297413	6566 - 05-31-2023 C
ACCOUNT TOTAL									353.07		
001100	570000	MTR VEHICLE REP. PTS/SPL									
002160	AT&T MOBILITY	287308925627X060523	0	2023	9	INV	P	3,044.40	061623	297236	MB2016-287/GEOTAB/M
004514	UNIVERSITY TIRE & SE	INV216488	2303544	2023	9	INV	P	2,520.00	061623	297463	TIRES FOR STOCK-HPD
ACCOUNT TOTAL									5,564.40		
001100	599000	OTHER REPAIR/MAINT. SPL.									
002714	ECONOMY SUPPLY CO	100903	2303587	2023	9	INV	P	683.25	061623	297299	SUPPLIES FOR CHANGE
ACCOUNT TOTAL									683.25		
001100	602700	MEDICAL									
003033	HATTIESBURG CLINIC P	9213999	0	2023	9	INV	P	1,500.00	061623	297327	PSYC EVALUATION FOR
003069	HEALTHWORKS LLC	1508029695	0	2023	9	INV	P	83.00	061623	297330	MEDICAL CLAIM FOR W
003069	HEALTHWORKS LLC	1891291308	0	2023	9	INV	P	95.00	061623	297330	CLAIM FOR RUE
									178.00		
ACCOUNT TOTAL									1,678.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001100	603000										
003106	HOLLAND VETERINARY	H 67944			0	2023	9	INV P	226.11	061623	297334 VET VISIT FOR K9 NA
									226.11		
001100	604900										
002471	CINTAS CORPORATION #	4151078297			0	2023	9	INV P	50.90	061623	297268 MAT RENTAL FOR SAFT
002471	CINTAS CORPORATION #	4156695695			0	2023	8	INV P	54.83	061623	297268 MAT RENATL SAFTEY C
002471	CINTAS CORPORATION #	4157355366			0	2023	9	INV P	54.83	061623	297268 FLOOR MAT RENTAL FO
002471	CINTAS CORPORATION #	4158086393			0	2023	9	INV P	54.83	061623	297268 MAT RENTAL FOR SAFT
									215.39		
002473	CIOX HEALTH	0414168846			0	2023	9	INV P	22.70	061623	297272 MEDICAL RECORDS SUB
002473	CIOX HEALTH	041469823			0	2023	9	INV P	17.57	061623	297272 MEDICAL RECORDS SUB
									40.27		
002610	D P S CRIME LAB	90132384			0	2023	9	INV P	360.00	061623	297290 ANALYTICAL FEES
002750	EQUIFAX INFORMATION	2055330379			0	2023	9	INV P	74.69	061623	297306 ONLINE INVESTIGATIO
004453	TRANSUNION RISK AND	362606-202305-1			0	2023	9	INV P	402.60	061623	297454 ONLLINE INVESTIGATI
047187	FOUR SEASONS LAWN	15274			0	2023	9	INV P	2,576.50	061623	297317 MB#2021-326 MAINTEN
047187	FOUR SEASONS LAWN	15529			0	2023	9	INV P	2,576.50	061623	297317 LAWN MAINTENANCE FO
047187	FOUR SEASONS LAWN	15614			0	2023	9	INV P	2,317.25	061623	297317 MB#2021-326 LAWN MA
									7,470.25		
050034	B & E COMMUNICATIONS	55623			0	2023	9	INV P	985.00	061623	297241 RESTARTED SERVER
									9,548.20		
001100	604921										
048940	WEST NETWORKS LLC	INV-196520			2303717	2023	9	INV P	196.00	061623	297472 WARRANTY RENEWAL ON
									196.00		
001100	606000										
002158	AT&T	L2023-28 MAY			0	2023	9	INV P	251.83	061623	297231 AT&T-DEPT OF PUBLIC
002158	AT&T	M3182220010593 6/23			0	2023	9	INV P	413.50	061623	297231 POLIC
									665.33		
002160	AT&T MOBILITY	287273578351X060823			0	2023	9	INV P	1,635.92	061623	297234 MB#2016-287/WIRELES
002160	AT&T MOBILITY	287289913717X060523			0	2023	9	INV P	8,290.80	061623	297235 MB2016-287/WIRELESS
									9,926.72		
048026	SOUTHERN BILLING	33209			0	2023	9	INV P	137.37	061623	297434 METRO PHONE SERVICE

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									10,729.42		
001100	611000					TRAVEL EXPENSE					
002250	BICE, ASHLEY	97960T/BICE	0	2023	9	INV	P	876.00	061623	297252	TRAVEL ADV. HOSTAGE
002349	BUCKHALTER, LASHUAND	97940T/BUCKHALTER	0	2023	9	INV	P	1,207.10	061623	297257	TRAVEL ADVANCE INVE
004141	SEALY, PEGGY	MML2023	0	2023	9	INV	P	184.00	061623	297425	MML 2023 TRAVEL EXP
ACCOUNT TOTAL									2,267.10		
001100	612000					FREIGHT					
002879	GALL'S LLC	024613545	2301286	2023	8	INV	P	25.00	061623	297319	CROSSING GUARD SHIR
004505	UNITED PARCEL SERVIC	00008E1Y15213	0	2023	9	INV	P	36.30	061623	297461	SHIPPING FEE
ACCOUNT TOTAL									61.30		
001100	630500					ELECTRICITY					
003700	MS POWER COMPANY	E2023- JUNE 02	0	2023	9	INV	P	3,948.78	061623	297378	MISSISSIPPI POWER-V
ACCOUNT TOTAL									3,948.78		
001100	638400					MOTOR VEHICLE EQ. R&M					
002066	AFFORDABLE EMERGENCY	1039	2303496	2023	8	INV	P	1,330.00	061623	297223	EQUIPMENT FOR INSTA
003861	PATTERSON AUTO ELECT	81882	2303460	2023	8	INV	P	573.26	061623	297394	REPAIRS TO UNIT#197
003861	PATTERSON AUTO ELECT	81883	2303461	2023	8	INV	P	872.49	061623	297394	REPAIRS TO UNIT#193
003861	PATTERSON AUTO ELECT	81908	2303242	2023	8	INV	P	1,059.14	061623	297394	REPAIRS TO UNIT#183
003861	PATTERSON AUTO ELECT	81916	2303389	2023	8	INV	P	1,773.06	061623	297394	REPAIRS TO UNIT#167
									4,277.95		
ACCOUNT TOTAL									5,607.95		
001100	639400					DISINFECT./EXTERMINATION					
003040	HAVARD PEST CONTROL	2111760	0	2023	9	INV	P	670.00	061623	297329	HAVARD PEST CONTROL
ACCOUNT TOTAL									670.00		
001100	639800					TOW IN CHARGES					
003389	LARRY'S WRECKER SERV	11060	0	2023	8	INV	P	70.00	061623	297357	TOWING OF MOTORCYCL
003389	LARRY'S WRECKER SERV	11368	0	2023	8	INV	P	70.00	061623	297357	TOWING OF UNIT#1934
003389	LARRY'S WRECKER SERV	11381	0	2023	9	INV	P	70.00	061623	297357	TOWING OF UNIT#2084
									210.00		
ACCOUNT TOTAL									210.00		
001100	641000					OFFICE EQUIPMENT RENT					
004057	RJ YOUNG COMPANY	INV6351645	0	2023	8	INV	P	565.87	061623	297417	MB#2022-956 DETECT

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL											565.87		
001100	641700			MOTORCYCLE RENT									
049468	EMAG DATTONA HD LLC	07012023	0	2023	9	INV	P		16,500.00	061623		297301	MB#2021-123 MOTOR L
ACCOUNT TOTAL											16,500.00		
001100	684000			DUES AND MEMBERSHIPS									
003757	NATL ORG OF BLACK LA	28679NORRIS	0	2023	8	INV	P		125.00	061623		297385	MEMBERSHIP DUES FOR
004073	ROCIC-REGIONAL ORGAN	0060155-IN	0	2023	9	INV	P		300.00	061623		297420	SERVICE FEE JULY 20
ACCOUNT TOTAL											425.00		
001100	684500			REGISTRATION FEE/TUITION									
003757	NATL ORG OF BLACK LA	10378	2303430	2023	8	INV	P		525.00	061623		297385	REG. FOR LATONYA NO
050035	CHANCELLOR ARTHUR S	1	0	2023	9	INV	P		600.00	061623		297266	REGISTRATION FOR BU
ACCOUNT TOTAL											1,125.00		
001100	739900			OTHER EQUIPMENT									
002175	B & H PHOTO-VIDEO	21384980	2303558	2023	9	INV	P		1,599.00	061623		297242	CAMERA FOR TRAFFIC
002957	GROVER BROS RESTAURA	36559	2303232	2023	9	INV	P		274.00	061623		297324	EQUIPMENT FOR KITCH
049993	MEDTECH FORENSICS	40140	2303557	2023	9	INV	P		457.50	061623		297365	BRAKER BOX DRAG SLE
050000	KIDS HUB	71	0	2023	9	INV	P		10,000.00	061623		297352	MB#2022-72BUDGET AL
ACCOUNT TOTAL											12,330.50		
001100	740000			AUTOMOBILES									
047052	DANA SAFETY	850900	2303095	2023	8	INV	P		975.00	061623		297291	LIGHTBAR UNIT#21981
ACCOUNT TOTAL											975.00		
ORG 001100 TOTAL											79,750.56		
JOINT P&F TRNG.													
001131	500300			PAPER									
002527	COMMERCIAL STATIONER	469430-0	2303714	2023	9	INV	P		183.80	061623		297285	OFFICE SUPPLIES
ACCOUNT TOTAL											183.80		
001131	501000			OTHER EXPENDABLE OFF.SPL									
002215	BATTERIES PLUS BULBS	P63071478	2303571	2023	9	INV	P		279.00	061623		297248	NUCR123 BATTERIES
002527	COMMERCIAL STATIONER	469430-0	2303714	2023	9	INV	P		330.17	061623		297285	OFFICE SUPPLIES
003144	HUB CITY WEST FARM &	587783	2303733	2023	9	INV	P		200.00	061623		297338	WEED KILLER

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004017	REGIONS	CARDHOLDER	S	1708	-05-31-2023		0	2023	9	INV P	246.08	061623	297413 1708 - 05-31-2023 C
ACCOUNT TOTAL											1,055.25		
001131	502000												
004017	REGIONS	CARDHOLDER	S	1708	-05-31-2023		0	2023	9	INV P	147.56	061623	297413 1708 - 05-31-2023 C
ACCOUNT TOTAL											147.56		
001131	507000												
004511	UNIVERSITY OF MISSIS	6100				2303632	2023	9	INV P	191.00	061623	297462	BOOKS
ACCOUNT TOTAL											191.00		
001131	510000												
049645	DELTA FIRE & SAFETY	INVTX22-3869				2302292	2023	9	INV P	108.00	061623	297293	P/F TRAINING ACADEM
ACCOUNT TOTAL											108.00		
001131	535500												
047040	BOOT COUNTRY	00010000029843				2303106	2023	9	INV P	989.88	061623	297254	TRAINER CLOTHING
ACCOUNT TOTAL											989.88		
001131	5462FR												
002083	ALLBRITTON	CHAIN SAW	97924			2303729	2023	9	INV P	199.99	061623	297226	WEED EATER
049645	DELTA FIRE & SAFETY	INVTX22-3869				2302292	2023	9	INV P	853.00	061623	297293	P/F TRAINING ACADEM
ACCOUNT TOTAL											1,052.99		
001131	570000												
003746	NAPA AUTO PARTS	5930-662115				2303559	2023	9	INV P	150.14	061623	297384	BATTERIES FOR MULES
003746	NAPA AUTO PARTS	5930-662322				2303669	2023	9	INV P	96.05	061623	297384	BATTERY
											246.19		
ACCOUNT TOTAL											246.19		
001131	6110FR												
049331	ROBERT SMITH	9799				0	2023	9	INV P	92.00	061623	297419	ROBERT SMITH TRAVEL
049983	JONATHAN HINTON	9789				0	2023	8	INV P	184.00	061623	297347	HINTON TRAVEL TO PE
049984	DAVID HOLLBROOK	9790				0	2023	8	INV P	184.00	061623	297292	HOLBROOK TRAVEL TO
ACCOUNT TOTAL											460.00		
001131	612000												
049645	DELTA FIRE & SAFETY	INVTX22-3869				2302292	2023	9	INV P	35.00	061623	297293	P/F TRAINING ACADEM

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
ACCOUNT TOTAL							35.00			
001131 630000				GAS						
004321 SPIRE		G2023-JUN 5	0	2023 9	INV	P	372.87 061623		297441	SPIRE-VARIOUS DEPT-
ACCOUNT TOTAL							372.87			
ORG 001131 TOTAL							4,842.54			
FIRE DIVISION										
001160	501000			OTHER EXPENDABLE	OFF.SPL					
002216 BATTERY WORLD		307224	2302575	2023 9	INV	P	107.94 061623		297249	HFD BATTERIES FOR A
004328 STAPLES		3535159425	2302528	2023 9	INV	P	11.99 061623		297445	HFD ADMIN OFFICE SU
004328 STAPLES		3539177464	2303376	2023 9	INV	P	15.98 061623		297445	HFD ADMIN OFFICE SU
004328 STAPLES		3539177465	2303376	2023 9	INV	P	11.99 061623		297445	HFD ADMIN OFFICE SU
							39.96			
ACCOUNT TOTAL							147.90			
001160 510000				CLEANING/JANITORIAL	SPLY					
002471 CINTAS CORPORATION # 4156843135			0	2023 9	INV	P	30.03 061623		297269	HFD MECHANIC SHOP J
002471 CINTAS CORPORATION # 4157488420			0	2023 9	INV	P	30.03 061623		297269	HFD MECHANIC SHOP J
002471 CINTAS CORPORATION # 4157821453			0	2023 9	INV	P	96.17 061623		297267	HFD STATION 9 JANIT
							156.23			
048909 BRADY COMPANIES, LLC 8091956			2303528	2023 9	INV	P	1,021.33 061623		297256	HFD CLEANING/JANITO
ACCOUNT TOTAL							1,177.56			
001160 525000				GAS AND OIL						
048225 FLASH MARKET		FUEL 5/1-5/31/23	0	2023 9	INV	P	324.67 061623		297313	REMOTE FUEL PURCHAS
ACCOUNT TOTAL							324.67			
001160 525500				LUBRICANTS						
003818 O'REILLY AUTO PARTS 0943-454268			2303535	2023 9	INV	P	73.63 061623		297389	HFD MECHANIC SHOP S
ACCOUNT TOTAL							73.63			
001160 525700				DIESEL FUEL						
048225 FLASH MARKET		FUEL 5/1-5/31/23	0	2023 9	INV	P	1,374.81 061623		297313	REMOTE FUEL PURCHAS
ACCOUNT TOTAL							1,374.81			
001160 535000				UNIFORMS, BADGES, ETC.						
003216 J M H GRAPHICS		38487	2303344	2023 9	INV	P	795.00 061623		297342	HFD UNIFORM TSHIRTS
ACCOUNT TOTAL							795.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001160	535500			WEARING APPAREL						
003723	MUNICIPAL EMERGENCY	IN1875714	2302166	2023	9	INV P	6,120.00	061623	297380	HFD FIREFIGHTING EQ
003744	NAFECO-NORTH AMERICA	1204892	2302675	2023	9	INV P	4,556.12	061623	297383	HFD BOOTS FOR FIRE
ACCOUNT TOTAL							10,676.12			
001160	546000			MINOR EQUIPMENT						
002083	ALLBRITTON CHAIN SAW	95720	0	2023	9	INV P	4,173.42	061623	297226	HFD STATION 1 LAWNM
003681	MS FIRE & SAFETY OF	80201	0	2023	9	INV P	89.00	061623	297375	HFD STATION 1 FIRE
ACCOUNT TOTAL							4,262.42			
001160	570000			MTR VEHICLE REP.	PTS/SPL					
002733	EMERGENCY EQUIPMENT	483466	2302582	2023	9	INV P	428.66	061623	297302	HFD ENGINE 3 UNIT #
003818	O'REILLY AUTO PARTS	0943-453840	2303512	2023	9	INV P	86.50	061623	297389	HFD BRAKES FOR C2 T
003818	O'REILLY AUTO PARTS	0943-453894	2303520	2023	9	INV P	125.00	061623	297389	HFD BRAKE ROTORS C2
							211.50			
004205	SIGNS FIRST	H-83952	2302213	2023	9	INV P	1,414.61	061623	297429	HFD UNIT #20370 AND
004465	TRUCKPRO LLC	039-0715530	2303364	2023	9	INV P	238.00	061623	297456	HFD ENGINE 1 UNIT #
ACCOUNT TOTAL							2,292.77			
001160	575600			SCBA REPAIR	PTS/SPL					
048544	SUB-AQUATICS INC	INV-IL336	2303405	2023	9	INV P	173.74	061623	297447	HFD STATION 1 CASCA
ACCOUNT TOTAL							173.74			
001160	599000			OTHER REPAIR/MAINT.	SPL.					
002194	BARDING GENERATOR &	9602	2303710	2023	9	INV P	759.80	061623	297246	HFD ENGINE 1 UNIT #
002420	CARROT TOP INDUSTRIE	INV117657	2301989	2023	9	INV P	635.94	061623	297264	HFD USA AND MS STAT
ACCOUNT TOTAL							1,395.74			
001160	604900			OTHER PROFESSIONAL SERV.						
002160	AT&T MOBILITY	287290217384X060523	0	2023	9	INV P	1,460.83	061623	297237	MB2106-287/WIRELESS
002160	AT&T MOBILITY	287308925627X060523	0	2023	9	INV P	354.00	061623	297236	MB2016-287/GEOTAB/M
							1,814.83			
003385	LANDRY LEWIS GERMANY	23-3982-001	0	2023	9	INV P	3,000.00	061623	297356	HFD DESIGN SERVICES
004597	WATERS INTERNATIONAL	08S8314411	2303681	2023	9	INV P	3,465.42	061623	297471	HFD LADDER 6 UNIT #
ACCOUNT TOTAL							8,280.25			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001160	606000			TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287273578351X060823	0	2023 9	INV	P	214.25 061623	297234	MB#2016-287/WIRELES
				ACCOUNT TOTAL			214.25		
001160	611000			TRAVEL EXPENSE					
004017	REGIONS CARDHOLDER S	4341 - 05-31-2023	0	2023 9	INV	P	213.26 061623	297413	4341 - 05-31-2023 C
004343	STEWART, SHERROCKO	MML2023	0	2023 9	INV	P	184.00 061623	297446	MML 2023 TRAVEL EXP
				ACCOUNT TOTAL			397.26		
001160	612000			FREIGHT					
002733	EMERGENCY EQUIPMENT	483153	2303307	2023 9	INV	P	312.90 061623	297302	HFD ENGINE 7 UNIT #
002733	EMERGENCY EQUIPMENT	483466	2302582	2023 9	INV	P	89.30 061623	297302	HFD ENGINE 3 UNIT #
							402.20		
004465	TRUCKPRO LLC	039-0715530	2303364	2023 9	INV	P	70.00 061623	297456	HFD ENGINE 1 UNIT #
048544	SUB-AQUATICS INC	INV-IL336	2303405	2023 9	INV	P	21.54 061623	297447	HFD STATION 1 CASCA
				ACCOUNT TOTAL			493.74		
001160	630000			GAS					
004321	SPIRE	G2023-23 MAY	0	2023 9	INV	P	166.01 061623	297441	SPIRE-VARIOUS DEPT
004321	SPIRE	G2023-JUN 5	0	2023 9	INV	P	130.59 061623	297441	SPIRE-VARIOUS DEPT-
							296.60		
				ACCOUNT TOTAL			296.60		
001160	630500			ELECTRICITY					
003700	MS POWER COMPANY	E2023- JUNE 02	0	2023 9	INV	P	1,759.84 061623	297378	MISSISSIPPI POWER-V
003873	PEARL RIVER VALLEY E	2023-25 MAY	0	2023 9	INV	P	722.00 061623	297396	PEARL RIVER VALLEY-
004282	SOUTHERN PINE ELECTR	E2023-6/05	0	2023 9	INV	P	136.48 061623	297438	SOUTHERN PINE ELECT
				ACCOUNT TOTAL			2,618.32		
001160	631500			WATER					
002146	ARNOLD LINE WATER AS	T2023-5/19	0	2023 9	INV	P	44.00 061623	297230	ARNOLD LINE WATER-5
048680	RAWLS SPRINGS UTILIT	T2023-5/15	0	2023 9	INV	P	94.91 061623	297411	RAWLS SPRING- 5/15
				ACCOUNT TOTAL			138.91		
001160	635000			BUILDING R&M					
004256	SOLAR SUPPLY INC	3465073	2303373	2023 9	INV	P	86.16 061623	297433	HFD STATION 5 A/C F
				ACCOUNT TOTAL			86.16		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR									
001160 637000									
004234 SMITH, JIM SERVICES	0000092520		0	2023	9	INV P	2,110.63	061623	297432 HFD STATION 1 AIR C
							2,110.63		
001160 638000									
002802 FERGUSON ENTERPRISES	4725541		2303542	2023	9	INV P	476.99	061623	297312 HFD STATION 7 WATER
							476.99		
001160 638400									
002733 EMERGENCY EQUIPMENT	483153		2303307	2023	9	INV P	1,372.79	061623	297302 HFD ENGINE 7 UNIT #
004465 TRUCKPRO LLC	039-0715530		2303364	2023	9	INV P	1,172.68	061623	297456 HFD ENGINE 1 UNIT #
							2,545.47		
001160 639400									
003040 HAVARD PEST CONTROL	2132081		0	2023	9	INV P	75.00	061623	297329 HAVARD PEST CONTROL
							75.00		
001160 641000									
004050 RICOH CORP	5067437832		0	2023	9	INV P	58.57	061623	297416 HFD ADMIN OFFICE CO
							58.57		
001160 642500									
002071 AIRGAS USA LLC (NORD	9997356855		0	2023	9	INV P	57.55	061623	297224 HFD MECHANIC SHOP O
							57.55		
001160 684700									
004017 REGIONS CARDHOLDER S	4341 - 05-31-2023		0	2023	9	INV P	319.89	061623	297413 4341 - 05-31-2023 C
004343 STEWART, SHERROCKO	9746		0	2023	9	INV P	1,290.85	061623	297446 HFD CHIEF STEWART B
							1,610.74		
							42,154.80		
001180									
001180 500300									
004017 REGIONS CARDHOLDER S	2080 - 05-31-2023		0	2023	9	INV P	560.17	061623	297413 2080 - 05-31-2023 C
							560.17		
001180 501000									
004328 STAPLES	3533144649		2302383	2023	9	INV P	14.68	061623	297445 OFFICE SUPPLIES FOR
004328 STAPLES	3539611991		2303537	2023	9	INV P	17.86	061623	297445 OFFICE SUPPLIES FOR
004328 STAPLES	3540239326		2303689	2023	9	INV P	398.24	061623	297445 SUPPLIES FOR CODE E

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
									430.78		
ACCOUNT TOTAL									430.78		
001180	570000				MTR VEHICLE REP. PTS/SPL						
002166	AUTO ARMATURE SERVIC	31327	2303605	2023	9	INV	P	124.47	061623	297238	BATTERY FOR UNIT #
004514	UNIVERSITY TIRE & SE	216889	2303602	2023	9	INV	P	185.27	061623	297463	REPAIRS FOR UNIT #
048827	CARQUEST	14758-25857	2303493	2023	8	INV	P	254.16	061623	297263	WINDOW REGULATOR FO
ACCOUNT TOTAL									563.90		
001180	601800				LOT CLEARING						
003718	MSP ENTERPRISES, LLC	060623-1	0	2023	9	INV	P	4,246.10	061623	297379	LOT CLEARING- 131 W
003718	MSP ENTERPRISES, LLC	061123-0	0	2023	9	INV	P	2,007.20	061623	297379	LOT CLEARING- 3505
003718	MSP ENTERPRISES, LLC	061123-1	0	2023	9	INV	P	204.00	061623	297379	LOT CLEARING- 1406
									6,457.30		
ACCOUNT TOTAL									6,457.30		
001180	604900				OTHER PROFESSIONAL SERV.						
004075	RODCO, LLC	1885	0	2023	9	INV	P	654.70	061623	297421	PLAN REVIEW- CALICO
ACCOUNT TOTAL									654.70		
001180	606000				TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X060823	0	2023	9	INV	P	981.62	061623	297234	MB#2016-287/WIRELES
ACCOUNT TOTAL									981.62		
001180	732700				DATA PROCESSING EQUIP.						
004017	REGIONS CARDHOLDER S	2080 - 05-31-2023	0	2023	9	INV	P	46.14	061623	297413	2080 - 05-31-2023 C
ACCOUNT TOTAL									46.14		
ORG 001180 TOTAL									9,694.61		
001191	508000	TRAFFIC MAINT.			COMPUTER SUPPLIES						
002383	C D W GOVERNMENT	JR87015	2303360	2023	9	INV	P	782.22	061623	297260	LAPTOPS FOR VARIOUS
ACCOUNT TOTAL									782.22		
001191	511000				HOUSEHOLD SUPPLIES						
003772	NEWELL PAPER COMPANY	4152519	2303476	2023	9	INV	P	257.33	061623	297388	PAPER TOWELS/CONST
ACCOUNT TOTAL									257.33		
001191	554000				TRAFFIC CONTROL EQ. SPLY.						

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
002795	FASTENAL COMPANY	MSHAT238032	2303078	2023	9	INV P	325.20	061623	297310	WASP SPRAY
ACCOUNT TOTAL							325.20			
001191	570000			MTR VEHICLE REP.	PTS/SPL					
002160	AT&T MOBILITY	287308925627X060523	0	2023	9	INV P	94.40	061623	297236	MB2016-287/GEOTAB/M
ACCOUNT TOTAL							94.40			
001191	606000			TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X060823	0	2023	9	INV P	147.30	061623	297234	MB#2016-287/WIRELES
ACCOUNT TOTAL							147.30			
001191	643000			UNIFORM RENT						
002471	CINTAS CORPORATION #	4156840486	0	2023	9	INV P	27.93	061623	297269	TRAFFIC UNIFORM SC/
002471	CINTAS CORPORATION #	4157485961	0	2023	9	INV P	27.93	061623	297269	TRAFFIC UNIFORM
002471	CINTAS CORPORATION #	4158212548	0	2023	9	INV P	27.93	061623	297269	TRAFFIC UNIFORM
							83.79			
ACCOUNT TOTAL							83.79			
001191	643500			MOP-MAT-RAG RENT						
002471	CINTAS CORPORATION #	4156840038	0	2023	9	INV P	8.30	061623	297270	TRAFFIC MATS SC/8
002471	CINTAS CORPORATION #	4157485684	0	2023	9	INV P	8.30	061623	297270	TRAFFIC MATS SC/82
002471	CINTAS CORPORATION #	4158212129	0	2023	9	INV P	8.30	061623	297270	TRAFFIC MATS SC/
							24.90			
ACCOUNT TOTAL							24.90			
001191	687000			CUSTODIAL SERVICE						
002037	AB SUPPORT SERVICES	481018	2301150	2023	9	INV P	424.00	061623	297219	TWO QUOTE - JANITOR
ACCOUNT TOTAL							424.00			
ORG 001191 TOTAL							2,139.14			
001201				STREET DIV.						
001201	511000			HOUSEHOLD SUPPLIES						
004634	WHEELER'S JANITORIAL	11596	2303475	2023	9	INV P	1,007.10	061623	297473	BLACK CAN LINERS NP
ACCOUNT TOTAL							1,007.10			
001201	535500			WEARING APPAREL						
003216	J M H GRAPHICS	38439	2303239	2023	9	INV P	855.00	061623	297342	SHIRTS/CREWS
003216	J M H GRAPHICS	38591	2303494	2023	9	INV P	43.50	061623	297342	SHIRTS/CREWS
							898.50			
ACCOUNT TOTAL							898.50			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001201	540000										
											ASPHALT & ASPHALT PROD.
004586	WARREN PAVING INC	77712	2302860	2023	9	INV	P		735.42	061623	297468 ASPHALT FOR VARIOUS
004586	WARREN PAVING INC	77790	2302860	2023	9	INV	P		557.73	061623	297468 ASPHALT FOR VARIOUS
									1,293.15		
									ACCOUNT TOTAL	1,293.15	
001201	541500										
											SAND, CLAY, GRVL, FILL DIRT
003134	HOVER GRAVEL CO	015565	2303275	2023	9	INV	P		1,500.00	061623	297336 CLAY GRAVEL
									ACCOUNT TOTAL	1,500.00	
001201	570000										
											MTR VEHICLE REP. PTS/SPL
002160	AT&T MOBILITY	287308925627X060523	0	2023	9	INV	P		1,085.60	061623	297236 MB2016-287/GEOTAB/M
003987	PUCKETT RENTS	966352	2303395	2023	8	INV	P		232.27	061623	297409 UNIT 20067 SPRINKLE
004467	TRUCKWORX-JACKSON	11897	2303086	2023	9	INV	P		117.02	061623	297457 UNIT 21706 2 TAIL L
004467	TRUCKWORX-JACKSON	2030202923	2303086	2023	8	INV	P		117.02	061623	297457 UNIT 21706 2 TAIL L
									234.04		
004514	UNIVERSITY TIRE & SE	INV215963	2303594	2023	9	INV	P		553.44	061623	297463 TIRES UNIT 21725 &1
004514	UNIVERSITY TIRE & SE	INV216691	2303594	2023	9	INV	P		329.06	061623	297463 TIRES UNIT 21725 &1
									882.50		
004597	WATERS INTERNATIONAL	08P852153	2303584	2023	9	INV	P		84.78	061623	297471 UNIT 16007 TIE ROD
048827	CARQUEST	14758-26397	2303700	2023	9	INV	P		37.99	061623	297263 ULTRASTAT 203 DEG C
									ACCOUNT TOTAL	2,557.18	
001201	575500										
											AGRICLTR REPAIR PTS/SPL
002083	ALLBRITTON CHAIN SAW	97741	2303601	2023	9	INV	P		1,313.98	061623	297226 WEEDEATERS
									ACCOUNT TOTAL	1,313.98	
001201	604900										
											OTHER PROFESSIONAL SERV.
002778	FAIRLEY, BILLY RAY	767437	2303062	2023	9	INV	P		3,800.00	061623	297308 REPAIRS ON DRAINAGE
003186	INSTALLATION PLUS	10477	0	2023	9	INV	P		75.00	061623	297340 MONTHLY MONITORING
003186	INSTALLATION PLUS	10756	0	2023	9	INV	P		75.00	061623	297340 DEC MONTHLY MONITOR
									150.00		
048836	PAYTON, RAY A.	10349	0	2023	9	INV	P		2,000.00	061623	297395 MONTHLY BASIC CUT O
048966	MARTINEZ DAVID J	113	0	2023	8	INV	P		2,000.00	061623	297359 MAY/ WEEKLY CUT & M
048966	MARTINEZ DAVID J	114	0	2023	9	INV	P		3,750.00	061623	297359 SERVICE AT INTERSTA

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
5,750.00											
ACCOUNT TOTAL									11,700.00		
001201	611000	TRAVEL EXPENSE									
003884	PERKINS, RONNIE	OT9800		0	2023	9	INV	P	184.00	061623	297397 TRAVEL ADV. MML R.P
ACCOUNT TOTAL									184.00		
001201	612000	FREIGHT									
003843	PARISH TRACTOR (HATT	P08561		2303567	2023	9	INV	P	100.00	061623	297393 PARTS/UNI #15999
ACCOUNT TOTAL									100.00		
001201	636099	LONG RANGE PAVING PLAN									
047056	WARREN PAVING INC	2300687.1		2300687	2023	9	INV	P	13,313.78	061623	297469 PAVING MCGREW ST.
ACCOUNT TOTAL									13,313.78		
001201	638400	MOTOR VEHICLE EQ. R&M									
002035	AAMCO TRANSMISSION (	I145774		2303667	2023	9	INV	P	207.55	061623	297218 17018
ACCOUNT TOTAL									207.55		
001201	638700	AGRICULTURAL EQ. R&M									
002577	CRAIN TRACTOR & EQUI	R082049		2303255	2023	9	INV	P	952.11	061623	297289 REPAIR/UNIT 16724
003843	PARISH TRACTOR (HATT	W03814		2303126	2023	9	INV	P	1,418.25	061623	297393 REPAIR UNIT #20373
ACCOUNT TOTAL									2,370.36		
001201	639900	OTHER REPAIRS AND MAINT.									
004582	WANSLEY'S MACHINE &	45755		2303530	2023	9	INV	P	433.28	061623	297466 PART/JET TRUCK-UNIT
ACCOUNT TOTAL									433.28		
001201	643000	UNIFORM RENT									
002471	CINTAS CORPORATION #	4156840219		0	2023	8	INV	P	44.38	061623	297268 UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4156840287		0	2023	8	INV	P	41.51	061623	297268 UNIFOTMS SC 8200014
002471	CINTAS CORPORATION #	4156840410		0	2023	8	INV	P	19.99	061623	297270 UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4156840572		0	2023	8	INV	P	142.29	061623	297267 UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4156840618		0	2023	8	INV	P	73.85	061623	297268 CINTAS SC 820004475
002471	CINTAS CORPORATION #	4157405831		0	2023	9	INV	P	98.22	061623	297267 UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4157485892		0	2023	9	INV	P	41.51	061623	297268 UNIFORM SC 82000447
002471	CINTAS CORPORATION #	4157485915		0	2023	9	INV	P	44.38	061623	297268 UNIFORM SC 82000445
002471	CINTAS CORPORATION #	4157486096		0	2023	9	INV	P	19.99	061623	297270 UNIFOTM SC 20004475
002471	CINTAS CORPORATION #	4157486142		0	2023	9	INV	P	51.80	061623	297268 UNIFORM SC 82000447
002471	CINTAS CORPORATION #	4158212268		0	2023	9	INV	P	44.38	061623	297268 UNIFORM SC 82000447
002471	CINTAS CORPORATION #	4158212299		0	2023	9	INV	P	74.67	061623	297268 UNIFORMS SC 8200044
002471	CINTAS CORPORATION #	4158212419		0	2023	9	INV	P	51.80	061623	297268 UNIFORM SC 82000447
002471	CINTAS CORPORATION #	4158212474		0	2023	9	INV	P	98.22	061623	297267 UNIFORM SC 82000447

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9												
ACCOUNT/VENDOR			INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION	
002471 CINTAS CORPORATION #			4158212564	0	2023	9	INV	P	19.99	061623	297270	UNIFORM SC 82000447
									866.98			
ACCOUNT TOTAL									866.98			
ORG 001201 TOTAL									37,745.86			
001202			STREET LIGHTS									
001202 630500			ELECTRICITY									
003700	MS POWER COMPANY	E2023 / JUNE	0	2023	9	INV	P	311.64	061623	297378	MISSISSIPPI	POWER-V
003700	MS POWER COMPANY	E2023- JUNE 02	0	2023	9	INV	P	3,237.27	061623	297378	MISSISSIPPI	POWER-V
003700	MS POWER COMPANY	E2023-02 JUNE	0	2023	9	INV	P	103.35	061623	297378	MISSISSIPPI	POWER-6
003700	MS POWER COMPANY	E2023-23 MAY	0	2023	9	INV	P	250.70	061623	297378	MISSISSIPPI	POWER-V
003700	MS POWER COMPANY	E2023-30 MAY	0	2023	9	INV	P	361.06	061623	297378	MISSISSIPPI	POWER V
003700	MS POWER COMPANY	E2023-6 JUNE	0	2023	9	INV	P	108.06	061623	297378	MISSISSPIIP	POWER-6
									4,372.08			
003873	PEARL RIVER VALLEY E	2023 26 MAY	0	2023	9	INV	P	48.12	061623	297396	TRAFF LIGHT	4TH/CCP
003873	PEARL RIVER VALLEY E	2023 31 MAY	0	2023	9	INV	P	396.00	061623	297396	PEARL RIVER VALLEY	
003873	PEARL RIVER VALLEY E	2023-06/06/23	0	2023	9	INV	P	879.51	061623	297396	PEARL RIVER VALLEY-	
003873	PEARL RIVER VALLEY E	2023-25 MAY	0	2023	9	INV	P	4,410.30	061623	297396	PEARL RIVER VALLEY-	
003873	PEARL RIVER VALLEY E	2023-JUN 8	0	2023	9	INV	P	496.36	061623	297396	PEARL RIVER VALLEYW	
									6,230.29			
004282	SOUTHERN PINE ELECTR	E2023-6/01	0	2023	9	INV	P	1,989.46	061623	297438	SOUTHER PINE ELECTR	
004282	SOUTHERN PINE ELECTR	E2023-6/05	0	2023	9	INV	P	67.40	061623	297438	SOUTHERN PINE ELECT	
									2,056.86			
ACCOUNT TOTAL									12,659.23			
ORG 001202 TOTAL									12,659.23			
001203			ENGR/PUBLIC SER									
001203 501000			OTHER EXPENDABLE OFF.SPL									
004017	REGIONS CARDHOLDER S	1708 -05-31-2023	0	2023	9	INV	P	193.75	061623	297413	1708 - 05-31-2023 C	
ACCOUNT TOTAL									193.75			
001203 502000			MINOR OFFICE EQUIP/FURN.									
003810	OFFICE PRODUCTS PLUS	1020237-0	2303240	2023	8	INV	P	304.18	061623	297391	DESK CHAIR -(OPPLUS	
ACCOUNT TOTAL									304.18			
001203 560000			BUILDING MATERIALS & SPL									
002901	GILKEY ELECTRIC SUPP	373404	2303023	2023	9	INV	P	26.00	061623	297322	ENGINEERING DEPT CE	
004256	SOLAR SUPPLY INC	3465647	2303627	2023	9	INV	P	469.55	061623	297433	AIR CONDITIONING RE	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
ACCOUNT TOTAL							495.55				
001203	570000			MTR VEHICLE REP.	PTS/SPL						
002160	AT&T MOBILITY	287308925627X060523	0	2023	9	INV P	47.20	061623	297236	MB2016-287/GEOTAB/M	
ACCOUNT TOTAL							47.20				
001203	601500			ENGINEERING							
003764	NEEL-SCHAFFER INC	1085415-1086053	0	2023	9	INV P	9,166.66	061623	297387	MB#2017-486 HATTIES	
004197	SHOWS DEARMAN & WAIT	23554	0	2023	9	INV P	8,200.00	061623	297428	MB#2018-288289 INFR	
004197	SHOWS DEARMAN & WAIT	23560	0	2023	9	INV P	5,752.50	061623	297428	MB#2012-1/34 GENERA	
004197	SHOWS DEARMAN & WAIT	23562	0	2023	9	INV P	3,120.00	061623	297428	MB#2012-1/34 2010 A	
							17,072.50				
049847	NEARMAP US, INC.	INV00876060	2303047	2023	8	INV P	4,250.00	061623	297386	NEARMAP SUBSCRIPTIO	
ACCOUNT TOTAL							30,489.16				
001203	606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287273578351X060823	0	2023	9	INV P	136.50	061623	297234	MB#2016-287/WIRELES	
002160	AT&T MOBILITY	287289913717X060523	0	2023	9	INV P	52.15	061623	297235	MB2016-287/WIRELESS	
							188.65				
ACCOUNT TOTAL							188.65				
001203	611000			TRAVEL EXPENSE							
004017	REGIONS CARDHOLDER S	6566 - 05-31-2023	0	2023	9	INV P	597.45	061623	297413	6566 - 05-31-2023 C	
004637	WHITE, HUNTER	MML2023	0	2023	9	INV P	184.00	061623	297474	MML 2023 TRAVEL EXP	
050036	MARYBETH BERGIN	MML2023	0	2023	9	INV P	184.00	061623	297360	MML 2023 TRAVEL EXP	
ACCOUNT TOTAL							965.45				
001203	630000			GAS							
004321	SPIRE	G2023-JUN 5	0	2023	9	INV P	39.69	061623	297441	SPIRE-VARIOUS DEPT-	
ACCOUNT TOTAL							39.69				
001203	635000			BUILDING R&M							
002714	ECONOMY SUPPLY CO	099355	2303283	2023	9	INV P	15.40	061623	297299	CHAIR RAIL - (ECONO	
ACCOUNT TOTAL							15.40				
001203	687000			CUSTODIAL SERVICE							
002037	AB SUPPORT SERVICES	481018	2301150	2023	9	INV P	424.00	061623	297219	TWO QUOTE - JANITOR	
ACCOUNT TOTAL							424.00				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
				ORG 001203	TOTAL		33,163.03			
				SHOP DIVISION						
001204				LUBRICANTS						
001204	525500									
004583	WARING OIL CO	247702	2303366	2023	9	INV P	1,113.88	061623	297467	OIL/PW SHOP
				ACCOUNT TOTAL		1,113.88				
				HAND TOOLS						
001204	545000									
002060	ADVANCE AUTO PARTS	5604315345231	2303568	2023	9	INV P	116.99	061623	297222	CORDLESS IMPACE/SHO
				ACCOUNT TOTAL		116.99				
				OTHER OPERATING MATL/SPLY						
001204	559000									
002795	FASTENAL COMPANY	MSHAT238629	2303696	2023	9	INV P	84.48	061623	297310	SAFETY GLASSES/PW S
048827	CARQUEST	14758-25769	2303310	2023	9	INV P	10.09	061623	297263	EPOXY FOR PW SHOP
				ACCOUNT TOTAL		94.57				
				BUILDING MATERIALS & SPLY						
001204	560000									
002714	ECONOMY SUPPLY CO	099797	2303300	2023	9	INV P	91.92	061623	297299	MATERIAL FOR MECHAN
				ACCOUNT TOTAL		91.92				
				EXPENDABLE WELDING SPLY.						
001204	577000									
002071	AIRGAS USA LLC (NORD	9138454378	2303299	2023	9	INV P	661.25	061623	297224	REPAIR TORCH/PW SHO
				ACCOUNT TOTAL		661.25				
				GAS						
001204	630000									
004321	SPIRE	G2023-JUN 5	0	2023	9	INV P	272.99	061623	297441	SPIRE-VARIOUS DEPT-
				ACCOUNT TOTAL		272.99				
				UNIFORM RENT						
001204	643000									
002471	CINTAS CORPORATION #	4156840528	0	2023	8	INV P	80.62	061623	297267	UNIFORM RENTAL/PW S
002471	CINTAS CORPORATION #	4157485940	0	2023	9	INV P	68.92	061623	297268	UNIFORM RENTAL/PW S
002471	CINTAS CORPORATION #	4158212503	0	2023	9	INV P	68.92	061623	297268	UNIFORM RENTAL/SC#8
						218.46				
				ACCOUNT TOTAL		218.46				
				ORG 001204	TOTAL		2,570.06			
				G O & F S DIV.						
001205				OTHER PROFESSIONAL SERV.						
001205	604900									
003186	INSTALLATION PLUS	11134	0	2023	9	INV P	2,050.00	061623	297340	INSTALL 8 PIN PADS
003186	INSTALLATION PLUS	11149	0	2023	9	INV P	75.00	061623	297340	MAY MONTHLY MONITORI
003186	INSTALLATION PLUS	11192	0	2023	9	INV P	384.75	061623	297340	REPAIRS TO PUMP 5 &

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
									2,509.75		
ACCOUNT TOTAL									2,509.75		
001205	606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287273578351X060823	0	2023	9	INV	P		481.73	061623	297234 MB#2016-287/WIRELES
ACCOUNT TOTAL									481.73		
ORG 001205 TOTAL									2,991.48		
DRAINAGE DIV.											
001206	606000			TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287290252011X060523	0	2023	9	INV	P		1,704.25	061623	297234 MB2016-287/WIRELESS
ACCOUNT TOTAL									1,704.25		
STREETS & STRUCTURES R&M											
003118	HOMESTEAD DIRT WORKS 1876	2303296	2023	8	INV	P			3,500.00	061623	297335 CLEAN OUT DRAINAGE
003118	HOMESTEAD DIRT WORKS 1884	2303431	2023	9	INV	P			4,999.00	061623	297335 CLEAN OUT DRAINAGE
003118	HOMESTEAD DIRT WORKS 1885	2303593	2023	9	INV	P			4,999.00	061623	297335 CLEAN OUT DRAINAGE
									13,498.00		
ACCOUNT TOTAL									13,498.00		
001206	721501			FACILITIES IMPROVEMENT							
003764	NEEL-SCHAFFER INC	1085510	0	2023	9	INV	P		448.86	061623	297387 NRCS PROJECT MCCLEO
ACCOUNT TOTAL									448.86		
001206	729500			OTHER IMPROVEMENTS							
004197	SHOWS DEARMAN & WAIT	23561	0	2023	9	INV	P		3,780.00	061623	297428 MB#2012-1/34 THAMES
ACCOUNT TOTAL									3,780.00		
ORG 001206 TOTAL									19,431.11		
CONSTRUCTION											
001207	559000			OTHER OPERATING MATL/SPLY							
002239	BENNETT'S LOCK & KEY	068009	2303507	2023	8	INV	P		10.50	061623	297250 LOCK FOR LOCK BOX/C
002714	ECONOMY SUPPLY CO	101341	2303697	2023	9	INV	P		67.95	061623	297299 COMM LEVER LOCK
003543	MCELHANEY PLUMBING I	296503	2303469	2023	9	INV	P		175.20	061623	297362 BUILDING CLEANING
004017	REGIONS CARDHOLDER S	6566 - 05-31-2023	0	2023	9	INV	P		23.96	061623	297413 6566 - 05-31-2023 C
ACCOUNT TOTAL									277.61		
ELECTRICAL SUPPLIES											

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
002101	AMERICAN APPLIANCE &	21340	2303350	2023	8	INV P	12.95	061623	297228	PART FOR REFRIGERAT
002714	ECONOMY SUPPLY CO	100473	2303546	2023	9	INV P	11.00	061623	297299	PKS TORE SECURITY D
002883	GARNER LUMLEY ELECTR	600972	2303699	2023	9	INV P	97.25	061623	297320	WIRE NUTS/CONST DEP
002901	GILKEY ELECTRIC SUPP	375050	2303545	2023	9	INV P	632.50	061623	297322	MATERIAL FOR LIGHT
004256	SOLAR SUPPLY INC	34655569	2303604	2023	9	INV P	274.18	061623	297433	MATERIAL FOR A/C VA
ACCOUNT TOTAL							1,027.88			
001207	561000		PLUMBING SUPPLIES							
003543	MCELHANEY PLUMBING I	296386	2303433	2023	8	INV P	83.80	061623	297362	MATERIAL FOR A/C TR
ACCOUNT TOTAL							83.80			
001207	570000		MTR VEHICLE REP. PTS/SPL							
048827	CARQUEST	14758-26247	2303663	2023	9	INV P	75.06	061623	297263	FAN CLUTCH/UNIT#191
ACCOUNT TOTAL							75.06			
001207	604900		OTHER PROFESSIONAL SERV.							
002523	COMCAST CABLEVISION	052223	0	2023	8	INV P	146.40	061623	297284	COMCAST FOR TRAFFIC
003191	INTERFACE SECURITY S	20480532	0	2023	8	INV P	48.87	061623	297341	SECURITY SYSTEM/TWI
004017	REGIONS CARDHOLDER S	6566 - 05-31-2023	0	2023	9	INV P	268.12	061623	297413	6566 - 05-31-2023 C
ACCOUNT TOTAL							463.39			
001207	606000		TELEPHONE AND TELEGRAPH							
002160	AT&T MOBILITY	287273578351X060823	0	2023	9	INV P	122.68	061623	297234	MB#2016-287/WIRELES
ACCOUNT TOTAL							122.68			
001207	638400		MOTOR VEHICLE EQ. R&M							
002066	AFFORDABLE EMERGENCY	1035	2302374	2023	9	INV P	3,567.36	061623	297223	LIGHTS FOR UNIT#218
ACCOUNT TOTAL							3,567.36			
001207	639100		DOWNTOWN LIGHTS R&M							
002672	DOLEAC ELECTRIC CO I	61735-18	0	2023	8	INV P	1,322.52	061623	297295	MB#2021-87 CITY OF
ACCOUNT TOTAL							1,322.52			
001207	642500		CYLINDER RENT							
002071	AIRGAS USA LLC (NORD	9997356857	0	2023	9	INV P	232.81	061623	297224	CYLINDER RENTAL/CON
ACCOUNT TOTAL							232.81			
001207	643000		UNIFORM RENT							

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002471	CINTAS CORPORATION # 4156840250			0	2023	8	INV	P	56.21	061623	297268 UNIFORM RENTAL/CONS
002471	CINTAS CORPORATION # 4157485894			0	2023	9	INV	P	44.19	061623	297268 UNIFORM RENTAL/SC#8
002471	CINTAS CORPORATION # 4158212281			0	2023	9	INV	P	44.19	061623	297268 UNIFORM RENTAL/CONS
									144.59		
ACCOUNT TOTAL									144.59		
ORG 001207 TOTAL									7,317.70		
SANITATION DIV.											
001220	501000	OTHER EXPENDABLE OFF.SPL									
002472	CINTAS FIRST AID J71 5161415897			2303591	2023	9	INV	P	325.35	061623	297271 GATORADE AND GLOVES
ACCOUNT TOTAL									325.35		
MINOR EQUIPMENT											
001220	546000										
002739	EMPIRE TRUCK SALES CE006210860:01			2303555	2023	9	INV	P	187.02	061623	297303 UNIT 15893 FUEL/OIL
ACCOUNT TOTAL									187.02		
MTR VEHICLE REP. PTS/SPL											
001220	570000										
002852	FORREST CTY TAX COLL HCT&SANITATION	TITLES 0			2023	9	INV	P	40.00	061623	297316 TITLES/SEE ATTACHME
ACCOUNT TOTAL									40.00		
OTHER PROFESSIONAL SERV.											
001220	604900										
002160	AT&T MOBILITY	287308925627X060523	0		2023	9	INV	P	613.60	061623	297236 MB2016-287/GEOTAB/M
002523	COMCAST CABLEVISION	05222023	0		2023	8	INV	P	1.14	061623	297284 SANITATION CABLE 83
ACCOUNT TOTAL									614.74		
MOTOR VEHICLE EQ. R&M											
001220	638400										
002169	AUTOMOTIVE GLASS SPE AG15692			2303643	2023	9	INV	P	475.00	061623	297239 UNIT 15892 WINDSHIE
002367	BURROUGHS DIESEL INC 810895			2303613	2023	9	INV	P	65.60	061623	297258 UNIT 21388 TAIL LIG
002739	EMPIRE TRUCK SALES CE006210975:01			2303583	2023	9	INV	P	55.74	061623	297303 UNIT 20072 BELT REP
002739	EMPIRE TRUCK SALES CE006211051:01			2303612	2023	9	INV	P	206.02	061623	297303 UNIT 20071 PARK BRA
002739	EMPIRE TRUCK SALES CE006211283:01			2303705	2023	9	INV	P	265.25	061623	297303 UNIT 15892 FUEL FIL
002739	EMPIRE TRUCK SALES RE006037970:01			2303570	2023	9	INV	P	3,146.94	061623	297303 UNIT 15893 AIR REPA
002739	EMPIRE TRUCK SALES RE006037970:02			2303629	2023	9	INV	P	824.52	061623	297303 UNIT 15893 AIR REPA
									4,498.47		
003034	HATTIESBURG HYDRAULI 100335			2303510	2023	9	INV	P	122.50	061623	297328 UNIT 19887 HYDRAULI
004139	SCOTTS HYDRAULIC SER 55202			2303631	2023	9	INV	P	1,250.41	061623	297424 UNIT 19947 TAILGATE
ACCOUNT TOTAL									6,411.98		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9												
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION	
001220	643000				UNIFORM RENT							
002471	CINTAS CORPORATION # 4157485763			0	2023	9	INV P	40.18	061623	297269	SC 8200044758	-SANI
002471	CINTAS CORPORATION # 4157486280			0	2023	9	INV P	222.00	061623	297267	SC8200044758	SANIT
002471	CINTAS CORPORATION # 4158212167			0	2023	9	INV P	40.18	061623	297269	SC#8200044758	SANIT
002471	CINTAS CORPORATION # 4158212847			0	2023	9	INV P	336.17	061623	297267	SC#8200044758	SANIT
002471	CINTAS CORPORATION # 415841112			0	2023	9	INV P	261.85	061623	297267	SC8200044758	SANITA
								900.38				
ACCOUNT TOTAL								900.38				
001220	643500				MOP-MAT-RAG RENT							
002471	CINTAS CORPORATION # 4156840067			0	2023	9	INV P	40.18	061623	297269	SC8200044758	SANITA
ACCOUNT TOTAL								40.18				
001220	688000				TIPPING FEES							
002007	98 WASTE LLC	5265		0	2023	9	INV P	17,325.00	061623	297217	MB 2016-322	SANITAT
002007	98 WASTE LLC	5266		0	2023	9	INV P	7,399.00	061623	297217	MB2016-322	CODE ENF
002007	98 WASTE LLC	5267		0	2023	9	INV P	3,780.00	061623	297217	MB2016-322	PARKS &
								28,504.00				
003920	PINE BELT REGIONAL S 7287			0	2023	9	INV P	45,737.74	061623	297404	MB 197-1/451-454	SA
004591	WASTE MANAGEMENT OF 0013670-2526-7			0	2023	9	INV P	4,551.49	061623	297470	MB 2003-5/84	SANITA
ACCOUNT TOTAL								78,793.23				
001220	689000				RECYCLING FEES							
004030	REPUBLIC SERVICES IN 0991-000348534			2303110	2023	9	INV P	18,570.76	061623	297414	RECYCLE RUBBISH	DIS
ACCOUNT TOTAL								18,570.76				
ORG 001220 TOTAL								105,883.64				
001250				HEALTH DIVISION								
001250	513000				CHEMICALS							
002484	CLARKE MOSQUITO CONT 5104756			2303456	2023	9	INV P	3,600.00	061623	297278	MOSQUITO	CHEMICALS
002836	FLUIDS INC. 15234			2303467	2023	9	INV P	2,690.25	061623	297314	CHEMICALS/MOSQUITO	
ACCOUNT TOTAL								6,290.25				
001250	570000				MTR VEHICLE REP. PTS/SPL							
002166	AUTO ARMATURE SERVIC 31261			2303497	2023	8	INV P	179.95	061623	297238	MOWER #5 MT51	BATTE
002166	AUTO ARMATURE SERVIC 31262			2303481	2023	8	INV P	229.95	061623	297238	FOR MOWERS 1916N	ST
								409.90				
002304	BRACKMAN MOWER WAREH 39640			2303565	2023	9	INV P	69.00	061623	297255	Z TURN MOWER	IGNITI

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9												
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION		
002887	GARY'S SMALL ENGINE	12345	2303554	2023	9	INV P	101.99	061623	297321	UNIT 17874	VOLTAGE	
003916	PINE BELT INDUSTRIAL	4209065-0001-04	2303331	2023	8	INV P	20.83	061623	297402	UNIT 16723	TRACTOR	
ACCOUNT TOTAL							601.72					
001250	575500			AGRICLTRL	REPAIR	PTS/SPL						
003843	PARISH TRACTOR (HATT	PO8561	2303567	2023	9	INV P	2,905.39	061623	297393	PARTS/UNI	#15999	
048827	CARQUEST	14758-26271	2303668	2023	9	INV P	50.71	061623	297263	UNIT 17874	LED WARN	
048827	CARQUEST	14758-26398	2303701	2023	9	INV P	45.25	061623	297263	TIRE GAGE	DUAL HEAL	
							95.96					
ACCOUNT TOTAL							3,001.35					
ORG 001250				TOTAL			9,893.32					
001280	HUMAN/SOC.ASST											
001280	682099			UNALLOCATED	CONTRIBUTIONS							
004280	SOUTHERN MS PLANNING	10867	0	2023	9	INV P	3,593.78	061623	297437	2022 COMMERCIAL	RED	
ACCOUNT TOTAL							3,593.78					
ORG 001280				TOTAL			3,593.78					
001402	ECONOMIC DEV.											
001402	604900			OTHER PROFESSIONAL	SERV.							
002107	AMERICAN GRAPHICS	17038	2303527	2023	9	INV P	963.00	061623	297229	SUMMER CAMP	TSHIRTS	
002515	COLONY CONSTRUCTION	FRONT ST PARKLET #2	0	2023	9	INV P	6,160.75	061623	297283	MB 2022-106	FRONT S	
003764	NEEL-SCHAFFER INC	1085515-1086073	0	2023	9	INV P	9,010.24	061623	297387	MB#2021-322	HIGHWAY	
003764	NEEL-SCHAFFER INC	1085518	0	2023	9	INV P	6,239.75	061623	297387	MB#2021-454	EDWARDS	
003764	NEEL-SCHAFFER INC	1085519-186078	0	2023	9	INV P	40,991.99	061623	297387	MB#2021-322 &	2022-	
003764	NEEL-SCHAFFER INC	1086076 PH6	0	2023	9	INV P	4,030.58	061623	297387	MB#2021-400	JAYCEE	
							60,272.56					
ACCOUNT TOTAL							67,396.31					
001402	729551			HWY11 VETERANS BLVD	LIGHTING							
003764	NEEL-SCHAFFER INC	1085520	0	2023	9	INV P	4,000.00	061623	297387	MB#2021-500	HIGHWAY	
ACCOUNT TOTAL							4,000.00					
001402	790100			MISCELLANEOUS CAP	PROJECTS							
004017	REGIONS CARDHOLDER S	1708 -05-31-2023	0	2023	9	INV P	6,166.18	061623	297413	1708 - 05-31-2023	C	
004547	VESELY'S NURSERY	FOODTRUCK1	0	2023	9	INV P	72.50	061623	297465	FLOWERS FOR THE	FOO	
ACCOUNT TOTAL							6,238.68					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
					ORG 001402	TOTAL		77,634.99				
001551 AIRPORT DIV.												
001551	559000				2303408	2023	9	INV	P	64.50	061623	297248 BOBBY CHAIN AIRPORT
002215	BATTERIES PLUS BULBS	P63044614										
					ACCOUNT TOTAL		64.50					
001551 630000												
004321	SPIRE	G2023-JUN 5	0	GAS	2023	9	INV	P	48.78	061623	297441 SPIRE-VARIOUS DEPT-	
					ACCOUNT TOTAL		48.78					
					ORG 001551	TOTAL		113.28				
001553 CEMETERY DIV												
001553	502000				0	2023	8	INV	P	97.31	061623	297392 MONTHLY MAINTENANCE
003825	OWENS BUSINESS MACHI	467588										
					ACCOUNT TOTAL		97.31					
001553 544000												
002304	BRACKMAN MOWER WAREH	39104	2303477	2023	8	INV	P	365.97	061623	297255 CHAINSAW BATTERY &		
					ACCOUNT TOTAL		365.97					
001553 546000												
002083	ALLBRITTON CHAIN SAW	97780	2303616	2023	9	INV	P	186.97	061623	297226 CHAINSAW BAR & CHAI		
004256	SOLAR SUPPLY INC	3465043	2303414	2023	8	INV	P	200.40	061623	297433 MINOR EQUIPMENT		
					ACCOUNT TOTAL		387.37					
001553 561000												
003543	MCELHANEY PLUMBING I	296548	2303577	2023	9	INV	P	11.88	061623	297362 PLUMBING SUPPLIES		
					ACCOUNT TOTAL		11.88					
001553 570000												
002160	AT&T MOBILITY	287308925627X060523	0	MTR VEHICLE REP. PTS/SPL	2023	9	INV	P	259.60	061623	297236 MB2016-287/GEOTAB/M	
004597	WATERS INTERNATIONAL	08P852392	2303646	2023	9	INV	P	85.81	061623	297471 PARTS FOR DUMP TRUC		
048827	CARQUEST	14758-25916	2303517	2023	8	INV	P	20.24	061623	297263 MOTOR VEHICLE REPAI		
					ACCOUNT TOTAL		365.65					
001553 575500												
002166	AUTO ARMATURE SERVIC	31247	2303474	2023	9	INV	P	129.95	061623	297238 AGRICLTRL PARTS & S		
002166	AUTO ARMATURE SERVIC	31248	2303474	2023	9	INV	P	159.95	061623	297238 AGRICLTRL PARTS & S		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT/VENDOR									
							289.90		
048827	CARQUEST	14758-26248	2303662	2023	9	INV P	107.64	061623	297263 AGRICLTRL PARTS & S
						ACCOUNT TOTAL	397.54		
001553	604900					OTHER PROFESSIONAL SERV.			
002471	CINTAS CORPORATION #	5161415813	0	2023	9	INV P	23.69	061623	297270 SERVICE AND MAINTEN
003634	MOLLY MAID	0623	0	2023	9	INV P	245.00	061623	297372 MB#2005-2/267 CLEAN
						ACCOUNT TOTAL	268.69		
001553	606000					TELEPHONE AND TELEGRAPH			
002160	AT&T MOBILITY	287273578351X060823	0	2023	9	INV P	114.68	061623	297234 MB#2016-287/WIRELES
						ACCOUNT TOTAL	114.68		
001553	630000					GAS			
004321	SPIRE	G2023-JUN 5	0	2023	9	INV P	24.54	061623	297441 SPIRE-VARIOUS DEPT-
						ACCOUNT TOTAL	24.54		
001553	630500					ELECTRICITY			
003873	PEARL RIVER VALLEY E	2023-25 MAY	0	2023	9	INV P	44.72	061623	297396 PEARL RIVER VALLEY-
						ACCOUNT TOTAL	44.72		
001553	638400					MOTOR VEHICLE EQ. R&M			
047021	HINTON, ANTHONY	52523	2303468	2023	8	INV P	330.41	061623	297333 REPAIR FUEL LEAK ON
						ACCOUNT TOTAL	330.41		
001553	639400					DISINFECT./EXTERMINATION			
003040	HAVARD PEST CONTROL	2111750	0	2023	9	INV P	300.00	061623	297329 HAVARD PEST CONTROL
						ACCOUNT TOTAL	300.00		
001553	643000					UNIFORM RENT			
002471	CINTAS CORPORATION #	4154011641	0	2023	8	INV P	38.13	061623	297269 ST CONT#8200044758
002471	CINTAS CORPORATION #	41547190135	0	2023	8	INV P	38.13	061623	297269 ST CONT# 8200044758
002471	CINTAS CORPORATION #	4155418965	0	2023	8	INV P	35.00	061623	297269 ST CONT# 8200044758
002471	CINTAS CORPORATION #	4156118609	0	2023	8	INV P	35.00	061623	297269 ST CONT# 8200044758
002471	CINTAS CORPORATION #	4156844160	0	2023	8	INV P	35.00	061623	297269 ST CONT# 8200044758
							181.26		
						ACCOUNT TOTAL	181.26		
001553	643500					MOP-MAT-RAG RENT			
002471	CINTAS CORPORATION #	4154011715	0	2023	8	INV P	32.32	061623	297269 ST CONT# 8200044758

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9													
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR		TYP	S	WARRANT		CHECK	DESCRIPTION	
002471	CINTAS CORPORATION # 4154719113			0	2023	8	INV	P	32.32	061623	297269	ST	CONT# 8200044758
002471	CINTAS CORPORATION # 4155418958			0	2023	8	INV	P	32.32	061623	297269	ST	CONT# 8200044758
002471	CINTAS CORPORATION # 4156118682			0	2023	8	INV	P	32.32	061623	297269	ST	CONT# 8200044758
002471	CINTAS CORPORATION # 4156844332			0	2023	8	INV	P	32.32	061623	297269	ST	CONT# 8200044758
									161.60				
ACCOUNT TOTAL									161.60				
ORG 001553 TOTAL									3,051.62				
FUND 001 REVENUES									TOTAL: 625,776.67				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002300											
002300	510000										PKS/REC-RECREATION MAINT. DIV.
											CLEANING/JANITORIAL SPLY
003772	NEWELL PAPER COMPANY	4150514	2302876	2023	8	INV	P		1,238.55	061623	297388 P&R- GROUNDS JANITO
003772	NEWELL PAPER COMPANY	4150752	2302876	2023	8	INV	P		180.16	061623	297388 P&R- GROUNDS JANITO
003772	NEWELL PAPER COMPANY	4150980	2302876	2023	8	INV	P		90.08	061623	297388 P&R- GROUNDS JANITO
003772	NEWELL PAPER COMPANY	4151176	2303089	2023	8	INV	P		1,295.04	061623	297388 P&R- GROUNDS JANITO
003772	NEWELL PAPER COMPANY	4151576	2302588	2023	8	INV	P		99.04	061623	297388 P&R GROUNDS-JANITOR
003772	NEWELL PAPER COMPANY	4151577	2302876	2023	8	INV	P		89.28	061623	297388 P&R- GROUNDS JANITO
									2,992.15		
									ACCOUNT TOTAL	2,992.15	
002300	513000										CHEMICALS
047024	GREENPOINT AG HOLDIN	1650785	2303207	2023	8	INV	P		1,356.03	061623	297323 P&R HWY 49-CHEMICAL
049595	SITEONE LANDSCAPE	129256828-001	2303046	2023	8	INV	P		351.60	061623	297430 P&R ALL BALLFIELDS-
049668	MIKE MURRY	129206	2303449	2023	9	INV	P		555.00	061623	297368 P&R GROUNDS/BALLFIE
049668	MIKE MURRY	129268	2303473	2023	8	INV	P		25.49	061623	297368 P&R GROUNDS MAINT C
									580.49		
									ACCOUNT TOTAL	2,288.12	
002300	525000										GAS AND OIL
001002	CITY OF HATTIESBURG	TRF 5/23 FUEL USE2	0	2023	9	INV	P		11,645.08	061623	297273 FUEL USAGE 5/1/23-5
									ACCOUNT TOTAL	11,645.08	
002300	525700										DIESEL FUEL
001002	CITY OF HATTIESBURG	TRF 5/23 FUEL USE2	0	2023	9	INV	P		792.12	061623	297273 FUEL USAGE 5/1/23-5
									ACCOUNT TOTAL	792.12	
002300	544000										HORT./LANDSCAPING SPLY.
004017	REGIONS CARDHOLDER S	1286 - 05-31-2023	0	2023	9	INV	P		1,527.59	061623	297413 1286 - 05-31-2023 C
									ACCOUNT TOTAL	1,527.59	
002300	546000										MINOR EQUIPMENT
049668	MIKE MURRY	129268	2303473	2023	8	INV	P		211.49	061623	297368 P&R GROUNDS MAINT C
									ACCOUNT TOTAL	211.49	
002300	551000										RECREATIONAL SUPPLIES
002060	ADVANCE AUTO PARTS	5604313144594	2303216	2023	9	INV	P		49.05	061623	297222 P&R HOPE PARK-REPL
003302	KEELING COMPANY (HAT	S4332767.001	2303505	2023	8	INV	P		300.15	061623	297350 P&R GROUNDS MAINT-S
004043	RICHARDSON ATHLETICS	39738	2302001	2023	8	INV	P		599.98	061623	297415 P&R JAYCEE PARK-REC

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9												
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION		
049595	SITEONE LANDSCAPE	127698534-0012	2302233	2023	8	INV P	19,702.47	061623	297430	P&R REC MAINT BALLF		
049595	SITEONE LANDSCAPE	129256828-001	2303046	2023	8	INV P	960.00	061623	297430	P&R ALL BALLFIELDS-		
							20,662.47					
ACCOUNT TOTAL							21,611.65					
002300	559000	OTHER OPERATING MATL/SPLY										
002492	CLEMTS HARDWARE	130659	2303578	2023	8	INV P	63.89	061623	297281	P&R GROUNDS MAINT-C		
003543	MCELHANEY PLUMBING I	296524	2303516	2023	8	INV P	229.50	061623	297362	P&R CHAIN PARK-PLUM		
ACCOUNT TOTAL							293.39					
002300	560000	BUILDING MATERIALS & SPLY										
002177	B S N SPORTS	921717543	2303547	2023	8	INV P	196.52	061623	297244	P&R SAN ANTONIO-REP		
ACCOUNT TOTAL							196.52					
002300	560500	ELECTRICAL SUPPLIES										
002901	GILKEY ELECTRIC SUPP	374449	2303340	2023	8	INV P	65.34	061623	297322	P&R VETERANS PARK-E		
003916	PINE BELT INDUSTRIAL	4209219-01	2303426	2023	8	INV P	33.66	061623	297402	P&R UNETTA ST GYM A		
004256	SOLAR SUPPLY INC	3465080	2303437	2023	8	INV P	98.88	061623	297433	P&R DAHMER PARK-A/C		
ACCOUNT TOTAL							197.88					
002300	561000	PLUMBING SUPPLIES										
003302	KEELING COMPANY (HAT	S4308690.001	2302149	2023	8	INV P	382.60	061623	297350	P&R ALL BALLFIELDS-		
003302	KEELING COMPANY (HAT	S4320698.001	2303088	2023	8	INV P	21.55	061623	297350	P&R GROUNDS-IRRIGAT		
003302	KEELING COMPANY (HAT	S4321330.001	2303088	2023	8	INV P	162.08	061623	297350	P&R GROUNDS-IRRIGAT		
003302	KEELING COMPANY (HAT	S4321899.001	2303088	2023	8	INV P	190.42	061623	297350	P&R GROUNDS-IRRIGAT		
003302	KEELING COMPANY (HAT	S4323002.001	2303292	2023	8	INV P	819.75	061623	297350	P&R ALL BALLFIELDS-		
							1,576.40					
ACCOUNT TOTAL							1,576.40					
002300	565000	PAINT AND PAINTING SPLY.										
004176	SHERWIN-WILLIAMS COM	0670-9	2302407	2023	8	INV P	133.01	061623	297427	P&R GROUNDS MAINT-P		
004176	SHERWIN-WILLIAMS COM	2433-8	2303000	2023	8	INV P	884.08	061623	297427	P&R VETERANS PARK F		
004176	SHERWIN-WILLIAMS COM	2545-9	2303540	2023	8	INV P	769.00	061623	297427	P&R ALL BALLFIELDS-		
							1,786.09					
049595	SITEONE LANDSCAPE	129256828-001	2303046	2023	8	INV P	891.60	061623	297430	P&R ALL BALLFIELDS-		
ACCOUNT TOTAL							2,677.69					
002300	570000	MTR VEHICLE REP. PTS/SPL										

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9												
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION		
002160	AT&T MOBILITY	287308925627X060523	0	2023	9	INV P	47.20	061623	297236	MB2016-287/GEOTAB/M		
003246	JERRY'S AUTOMOTIVE R	22456	2303611	2023	8	INV P	216.65	061623	297345	P&R TRUCK UNIT 1414		
004297	SOUTHERN TIRE MART (	2520118150	2302366	2023	8	INV P	214.72	061623	297439	P&R- TRUCK UNIT 204		
004297	SOUTHERN TIRE MART (	2520121995	2303120	2023	8	INV P	96.00	061623	297439	P&R TRAILER- REPLAC		
004297	SOUTHERN TIRE MART (	2520122035	2303122	2023	8	INV P	900.00	061623	297439	P&R TRUCK UNIT 2161		
							1,210.72					
004299	SOUTHERN TIRE MART L	2520122583	2303162	2023	8	INV P	125.73	061623	297440	P&R TRAILER UNIT 18		
004299	SOUTHERN TIRE MART L	2520125109	2303580	2023	8	INV P	39.95	061623	297440	P&R TRUCK UNIT 2175		
							165.68					
ACCOUNT TOTAL							1,640.25					
002300	575500	AGRICLTRL REPAIR PTS/SPL										
002083	ALLBRITTON CHAIN SAW	15324	2302700	2023	8	INV P	11.83	061623	297226	P&R GROUNDS-REPLACE		
002083	ALLBRITTON CHAIN SAW	15438	2302981	2023	8	INV P	22.08	061623	297226	P&R GROUNDS-WEEDEAT		
002083	ALLBRITTON CHAIN SAW	97489	2303455	2023	8	INV P	22.94	061623	297226	P&R GROUNDS WEEDEAT		
							56.85					
002304	BRACKMAN MOWER WAREH	39363	2303466	2023	8	INV P	293.09	061623	297255	P&R- MOWER 19464 SE		
002304	BRACKMAN MOWER WAREH	39364	2303518	2023	8	INV P	133.07	061623	297255	P&R- MOWER 20744 RE		
002304	BRACKMAN MOWER WAREH	39365	2303470	2023	8	INV P	168.76	061623	297255	P&R- MOWER 21616 SE		
002304	BRACKMAN MOWER WAREH	39366	2303471	2023	8	INV P	34.95	061623	297255	P&R- WEEDEATER REPA		
002304	BRACKMAN MOWER WAREH	39404	2303534	2023	8	INV P	703.71	061623	297255	P&R GROUNDS-BLADES		
002304	BRACKMAN MOWER WAREH	39693	2303536	2023	8	INV P	809.48	061623	297255	P&R-MOWER 20822 -SE		
002304	BRACKMAN MOWER WAREH	39756	2303617	2023	8	INV P	29.24	061623	297255	P&R GROUNDS-REPAIR		
002304	BRACKMAN MOWER WAREH	39758	2303595	2023	8	INV P	106.81	061623	297255	P&R- MOWER 21597 SE		
002304	BRACKMAN MOWER WAREH	39761	2303618	2023	8	INV P	418.90	061623	297255	P&R GROUNDS- REPLAC		
002304	BRACKMAN MOWER WAREH	39855	2303676	2023	8	INV P	172.15	061623	297255	P&R- MOWER 21096 SE		
							2,870.16					
004299	SOUTHERN TIRE MART L	2520122722	2303190	2023	8	INV P	349.40	061623	297440	P&R TRAILER UNIT 17		
004299	SOUTHERN TIRE MART L	2520124989	2303573	2023	8	INV P	174.16	061623	297440	P&R TRAILER 18560-T		
							523.56					
004451	TRACTOR SUPPLY	843228	2302982	2023	9	INV P	91.43	061623	297452	P&R GRNDS TRAILER-R		
004528	UWOOD CO INC	22960	2303416	2023	8	INV P	169.98	061623	297464	P&R TRAILERS REPAIR		
ACCOUNT TOTAL							3,711.98					
002300	599000	OTHER REPAIR/MAINT. SPL.										
002492	CLEMTS HARDWARE	130634	2303526	2023	8	INV P	328.00	061623	297281	P&R GROUNDS MAINT-C		
002500	COCA COLA BOTTLING C	36021572024	2303664	2023	9	INV P	240.00	061623	297282	P&R GROUNDS MAINT-C		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL							568.00		
002300	606000								
002160	AT&T MOBILITY	287273578351X060823	0	2023	9	INV P	551.18	061623	297234 MB#2016-287/WIRELES
ACCOUNT TOTAL							551.18		
002300	612000								
004043	RICHARDSON ATHLETICS	39738	2302001	2023	8	INV P	128.74	061623	297415 P&R JAYCEE PARK-REC
047043	PORTABLE TOILETS	101455	2303246	2023	8	INV P	75.00	061623	297405 CHAIN PARK-PORTABLE
049595	SITEONE LANDSCAPE	129256828-001	2303046	2023	8	INV P	150.00	061623	297430 P&R ALL BALLFIELDS-
ACCOUNT TOTAL							353.74		
002300	630500								
003700	MS POWER COMPANY	E2023- JUNE 02	0	2023	9	INV P	51.04	061623	297378 MISSISSIPPI POWER-V
ACCOUNT TOTAL							51.04		
002300	635500								
004234	SMITH, JIM SERVICES	I92788	0	2023	8	INV P	625.25	061623	297432 P&R LABOR ONLY TO R
ACCOUNT TOTAL							625.25		
002300	638000								
003242	JEFCOAT FENCE OF HAT	0024503	2301877	2023	8	INV P	2,350.00	061623	297344 P&R HOPE/KAMPER/TAT
003242	JEFCOAT FENCE OF HAT	0024515	2303324	2023	8	INV P	750.00	061623	297344 P&R TATUM PARK SOFT
							3,100.00		
004504	UNITED FENCE COMPANY	25818	2302303	2023	8	INV P	6,968.00	061623	297460 P&R NBA PARK-INSTAL
ACCOUNT TOTAL							10,068.00		
002300	638400								
003246	JERRY'S AUTOMOTIVE R	22456	2303611	2023	8	INV P	317.50	061623	297345 P&R TRUCK UNIT 1414
004297	SOUTHERN TIRE MART (	2520118150	2302366	2023	8	INV P	30.00	061623	297439 P&R- TRUCK UNIT 204
004297	SOUTHERN TIRE MART (	2520119861	2302686	2023	8	INV P	109.90	061623	297439 P&R TRUCK UNIT 2162
004297	SOUTHERN TIRE MART (	2520121995	2303120	2023	8	INV P	30.00	061623	297439 P&R TRAILER- REPLAC
004297	SOUTHERN TIRE MART (	2520122035	2303122	2023	8	INV P	550.00	061623	297439 P&R TRUCK UNIT 2161
004297	SOUTHERN TIRE MART (	2520124406	2303504	2023	8	INV P	69.95	061623	297439 P&R TRUCK 21752-OIL
							789.85		
004299	SOUTHERN TIRE MART L	2520123586	2303424	2023	8	INV P	39.95	061623	297440 P&R TRUCK UNIT 2042
004299	SOUTHERN TIRE MART L	2520124577	2303581	2023	8	INV P	39.95	061623	297440 P&R TRUCK UNIT 2175
							79.90		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9														
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
					ACCOUNT TOTAL		1,187.25							
002300	638700				AGRICULTURAL EQ. R&M									
002083	ALLBRITTON	CHAIN	SAW	15324	2302700	2023	8	INV	P	22.50	061623	297226	P&R	GROUNDS-REPLACE
002083	ALLBRITTON	CHAIN	SAW	15438	2302981	2023	8	INV	P	22.50	061623	297226	P&R	GROUNDS-WEEDEAT
002083	ALLBRITTON	CHAIN	SAW	15564	2303654	2023	8	INV	P	136.23	061623	297226	P&R	GROUNDS BLOWER
002083	ALLBRITTON	CHAIN	SAW	15647	2303656	2023	8	INV	P	51.17	061623	297226	P&R	GROUNDS WEEDEAT
											232.40			
002304	BRACKMAN	MOWER	WAREH	39363	2303466	2023	8	INV	P	110.00	061623	297255	P&R-	MOWER 19464 SE
002304	BRACKMAN	MOWER	WAREH	39364	2303518	2023	8	INV	P	71.58	061623	297255	P&R-	MOWER 20744 RE
002304	BRACKMAN	MOWER	WAREH	39365	2303470	2023	8	INV	P	100.23	061623	297255	P&R-	MOWER 21616 SE
002304	BRACKMAN	MOWER	WAREH	39693	2303536	2023	8	INV	P	120.00	061623	297255	P&R-	MOWER 20822 -SE
002304	BRACKMAN	MOWER	WAREH	39758	2303595	2023	8	INV	P	6.41	061623	297255	P&R-	MOWER 21597 SE
002304	BRACKMAN	MOWER	WAREH	39855	2303676	2023	8	INV	P	137.53	061623	297255	P&R-	MOWER 21096 SE
											545.75			
003380	LANCASTER'S MACHINE			25491	2303515	2023	8	INV	P	368.00	061623	297355	P&R	TRACTOR 21788-
003843	PARISH TRACTOR (HATT			W03887	2303132	2023	8	INV	P	577.75	061623	297393	P&R	TRACTOR 21946-S
004297	SOUTHERN	TIRE	MART (	2520120859	2302886	2023	8	INV	P	25.00	061623	297439	P&R-	TRUCK UNIT 185
004299	SOUTHERN	TIRE	MART L	2520121646	2303059	2023	8	INV	P	35.00	061623	297440	P&R	GATOR TIRE REPA
004299	SOUTHERN	TIRE	MART L	2520121995	2303327	2023	8	INV	P	126.00	061623	297440	P&R	UNIT 21613-TRAI
004299	SOUTHERN	TIRE	MART L	2520122722	2303190	2023	8	INV	P	102.00	061623	297440	P&R	TRAILER UNIT 17
004299	SOUTHERN	TIRE	MART L	2520124989	2303573	2023	8	INV	P	52.00	061623	297440	P&R	TRAILER 18560-T
											315.00			
					ACCOUNT TOTAL		2,063.90							
002300	639600				SIGN PAINTING									
004205	SIGNS	FIRST		H-84310	2302729	2023	8	INV	P	763.26	061623	297429	P&R	BEVERLY HILLS W
					ACCOUNT TOTAL		763.26							
002300	643000				UNIFORM RENT									
002471	CINTAS	CORPORATION #	4155171683	0	2023	8	INV	P	244.85	061623	297267	P&R	GROUNDS MAINT U	
002471	CINTAS	CORPORATION #	4156574287	0	2023	8	INV	P	330.27	061623	297267	P&R	GROUNDS UNIFORM	
											575.12			
					ACCOUNT TOTAL		575.12							
002300	644900				OTHER RENT									
002071	AIRGAS	USA LLC (NORD	9997358268	0	2023	9	INV	P	110.70	061623	297224	P&R	GRNDS MAINT CYL	
002471	CINTAS	CORPORATION #	4155171355	0	2023	8	INV	P	26.04	061623	297269	P&R	GROUNDS MAINT M	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9		ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002471	CINTAS CORPORATION #	4157935904	0	2023	8	INV	P			26.04	061623	297270 PR GRNDS MAINT MAT
										52.08		
002472	CINTAS FIRST AID J71	5157737917	0	2023	8	INV	P			93.00	061623	297271 PR-GROUNDS FIRST AI
002472	CINTAS FIRST AID J71	5161605892	0	2023	8	INV	P			51.82	061623	297271 PR-GROUNDS FIRST AI
										144.82		
047043	PORTABLE TOILETS	101455	2303246	2023	8	INV	P			225.00	061623	297405 CHAIN PARK-PORTABLE
										ACCOUNT TOTAL	532.60	
002300	687000											
	047011 JANI-KING OF SOUTH E	C06230009	2300340	2023	9	INV	P			521.00	061623	297343 MB#2022-831 TWO QUO
										ACCOUNT TOTAL	521.00	
002300	699900											
	002777 FAGAN TREE AND SPRAY	4014	0	2023	8	INV	P			3,100.00	061623	297307 P&R HWY 49 LABOR ON
003242	JEFCOAT FENCE OF HAT	0024478	2302332	2023	8	INV	P			48,632.25	061623	297344 P&R TWO QUOTE LARRY
003253	JOHNNY'S WRECKER SER	00045926	0	2023	8	INV	P			350.00	061623	297346 PR TRACTOR 21788-LA
004477	TURNER, JASON	MEMORIALDAY	2303464	2023	8	INV	P			675.00	061623	297458 SOUND SYSTEM SETUP
004504	UNITED FENCE COMPANY	25834	2303183	2023	8	INV	P			625.00	061623	297460 P&R KAMPER WALKING
047187	FOUR SEASONS LAWN	15396	0	2023	8	INV	P			530.00	061623	297317 P&R 38TH AVE LABOR
047187	FOUR SEASONS LAWN	15463	0	2023	8	INV	P			500.00	061623	297317 P&R HARDY ST MEDIAN
047187	FOUR SEASONS LAWN	15582	0	2023	8	INV	P			325.00	061623	297317 P&R HARDY ST ZOO BE
										1,355.00		
										ACCOUNT TOTAL	54,737.25	
										ORG 002300 TOTAL	123,959.90	
002315												
	002315 535500											
	002107 AMERICAN GRAPHICS	16800	2303363	2023	9	INV	P			712.00	061623	297229 SUMMER CAMP STAFF S
										ACCOUNT TOTAL	712.00	
002315	551000											
	004017 REGIONS CARDHOLDER S	1708 -05-31-2023	0	2023	9	INV	P			498.64	061623	297413 1708 - 05-31-2023 C
	004017 REGIONS CARDHOLDER S	2080 - 05-31-2023	0	2023	9	INV	P			279.46	061623	297413 2080 - 05-31-2023 C
										778.10		
										ACCOUNT TOTAL	778.10	

YEAR/PERIOD: 2023/8		TO 2023/9																			
ACCOUNT/VENDOR				INVOICE				PO		YEAR/PR TYP S				WARRANT		CHECK		DESCRIPTION			
002315	551001									RECREATIONAL SUPP-ARTS CENTER											
004017	REGIONS CARDHOLDER S	1708	-05-31-2023			0		2023 9 INV P				1,800.87	061623			297413	1708 - 05-31-2023	C			
ACCOUNT TOTAL											1,800.87										
002315	570000									MTR VEHICLE REP. PTS/SPL											
002160	AT&T MOBILITY	287308925627X060523			0		2023 9 INV P				495.60	061623			297236	MB2016-287/GEOTAB/M					
004017	REGIONS CARDHOLDER S	4341	- 05-31-2023			0		2023 9 INV P				16.04	061623			297413	4341 - 05-31-2023	C			
ACCOUNT TOTAL											511.64										
002315	603400									OFFICIALS											
004221	SMITH, CARLTON L	CARSM52266			0		2023 9 INV P				450.00	061623			297431	ADULT SOFTBALL OFFI					
004432	THOMPSON, JESSE	JESSE52266			0		2023 9 INV P				250.00	061623			297450	ADULT SOFTBALL OFFI					
004460	TROTTER, COREY	CTROTT52266			0		2023 9 INV P				490.00	061623			297455	ADULT SOFTBALL OFFI					
049431	MILLER CLIFFORD G	CLIFFM52266			0		2023 9 INV P				465.00	061623			297369	ADULT SOFTBALL OFFI					
049652	THOMPSON RAHMIL J	RAHMT52366			0		2023 9 INV P				200.00	061623			297448	ADULT SOFTBALL OFFI					
049653	THOMPSON RODERICK J	RODTHOM52365			0		2023 9 INV P				275.00	061623			297449	ADULT SOFTBALL OFFI					
049966	MORRIS, GEORGE T	GEOM52261			0		2023 9 INV P				100.00	061623			297374	ADULT SOFTBALL OFFI					
ACCOUNT TOTAL											2,230.00										
002315	604900									OTHER PROFESSIONAL SERV.											
002965	GUTHRIE, JONI S	JGUTHRIE523568			0		2023 9 INV P				270.00	061623			297325	LOW IMPACT AEROBICS					
003313	KETTLEY, ANNETTE	AKET6166			0		2023 9 INV P				80.00	061623			297351	SCOREKEEPER ADULT S					
003313	KETTLEY, ANNETTE	AKETT522531			0		2023 9 INV P				110.00	061623			297351	SCOREKEEPER ADULT S					
											190.00										
003958	POWELL, RANDY	RPOW522530			0		2023 9 INV P				225.00	061623			297406	LEAD ADULT SOFTBALL					
003958	POWELL, RANDY	RPOW6166			0		2023 9 INV P				180.00	061623			297406	LEAD SUPPORT ADULT					
											405.00										
004205	SIGNS FIRST	H84547			2303012		2023 9 INV P				2,072.64	061623			297429	SIGNAGE FOR CITY OF					
004482	TYLER TECHNOLGIES IN	045-423621			0		2023 9 INV P				1,400.00	061623			297459	P&R IMPLEMENTATION					
047581	PROTECTION AGENCY &	INV1736			0		2023 9 INV P				300.00	061623			297407	SECURITY SUPPORT AD					
047581	PROTECTION AGENCY &	INV1763			0		2023 9 INV P				500.00	061623			297407	SPRINGADULT SOFTBAL					
											800.00										

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9												
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION		
048422	RAY NANCY REBEKAH	RRAY52261	0	2023	9	INV P	225.00	061623	297412	CERAMICS & LUNCH YO		
048422	RAY NANCY REBEKAH	RRAY6568	0	2023	9	INV P	100.00	061623	297412	CERAMICS & LUNCH YO		
							325.00					
048728	STALLINGS IVORY B	ISTALL52261	0	2023	9	INV P	80.00	061623	297443	SCOREKEEPER ADULT S		
049413	FARRIS SHELBY P	SFARRIS52765	0	2023	9	INV P	43.75	061623	297309	SUMMER YOGA IN THE		
049978	ROLLINS, JOHNNIE P	JPLB65	0	2023	9	INV P	552.50	061623	297422	LILLIEBURNEY STAFF;		
049997	MARTIN LASENIA	LMARTIN53166	0	2023	9	INV P	60.00	061623	297358	SCOREKEEPER ADULT S		
ACCOUNT TOTAL							6,198.89					
002315	604919			OTH PROF SERV-ART CENTER								
047117	ABIGAIL LENZ	MAY18_ALA	0	2023	9	INV P	75.00	061623	297220	MAY 18, 2023 AFTER		
ACCOUNT TOTAL							75.00					
002315	611000			TRAVEL EXPENSE								
047843	MERCIER, BETSY	MML2023	0	2023	9	INV P	184.00	061623	297366	MML 2023 TRAVEL EXP		
ACCOUNT TOTAL							184.00					
002315	630000			GAS								
004321	SPIRE	G2023-JUN 5	0	2023	9	INV P	20.00	061623	297441	SPIRE-VARIOUS DEPT-		
ACCOUNT TOTAL							20.00					
002315	630500			ELECTRICITY								
003700	MS POWER COMPANY	E2023- JUNE 02	0	2023	9	INV P	1,158.59	061623	297378	MISSISSIPPI POWER-V		
003700	MS POWER COMPANY	E2023-2 JUNE	0	2023	9	INV P	54.17	061623	297378	MISSISSIPPI-1102 RE		
							1,212.76					
ACCOUNT TOTAL							1,212.76					
002315	639400			DISINFECT./EXTERMINATION								
003040	HAVARD PEST CONTROL	2116686	0	2023	9	INV P	65.00	061623	297329	HAVARD PEST CONTROL		
ACCOUNT TOTAL							65.00					
ORG 002315 TOTAL							13,788.26					
FUND 002 PARKS & RECREATION FUND					TOTAL:		137,748.16					

YEAR/PERIOD: 2023/8		TO 2023/9		ACCOUNT/VENDOR		INVOICE		PO		YEAR/PR		TYP S		WARRANT		CHECK		DESCRIPTION	
009660						W&S O&M-CUSTOMER ACCT. DIV.													
009660		502000				MINOR OFFICE EQUIP/FURN.													
004327		STANDARD OFFICE SUPP		H17422-00		2303440		2023 9 INV P				832.21		061623		297444		OFFICE SUPPLIES WAT	
004327		STANDARD OFFICE SUPP		H17422-01		2303440		2023 9 INV P				205.29		061623		297444		OFFICE SUPPLIES WAT	
												1,037.50							
								ACCOUNT TOTAL				1,037.50							
009660		525000				GAS AND OIL													
001002		CITY OF HATTIESBURG		TRF 5/23 FUEL USE9		0		2023 9 INV P				1,134.63		061623		297275		FUEL USAGE 5/1/23-5	
												1,134.63							
009660		545000				HAND TOOLS													
002795		FASTENAL COMPANY		MSHAT238604		2303652		2023 9 INV P				350.00		061623		297310		9"8MIL BLACK NITRIL	
												350.00							
009660		570000				MTR VEHICLE REP. PTS/SPL													
002442		CENTRAL PIPE SUPPLY		S100337145.001		2303538		2023 9 INV P				224.88		061623		297265		MOTOR VEHICLE PARTS	
												224.88							
009660		604900				OTHER PROFESSIONAL SERV.													
002181		BADGER METER INC		80129362		0		2023 9 INV P				3,036.12		061623		297245		MB 2018-832 BEACON	
002665		DIXIE COMMUNITY UTIL		DIX 060523		0		2023 9 INV P				421.50		061623		297294		SEWER READS MAY 202	
047743		AVS, INC		23-213		2302822		2023 9 INV P				3,600.00		061623		297240		REPAIRS TO DRIVE UP	
												7,057.62							
009660		606000				TELEPHONE AND TELEGRAPH													
002160		AT&T MOBILITY		287273578351X060823		0		2023 9 INV P				590.79		061623		297234		MB#2016-287/WIRELES	
												590.79							
009660		607000				POSTAGE													
047562		ENCO UTILITY		INV59913		0		2023 9 INV P				2,181.22		061623		297304		MB 2020-835 RT 3 BI	
047562		ENCO UTILITY		INV60144		0		2023 9 INV P				3,082.81		061623		297304		MB 2020-835 RT 1 BI	
												5,264.03							
												5,264.03							
009660		620000				PRINTING													
047562		ENCO UTILITY		INV59913		0		2023 9 INV P				811.17		061623		297304		MB 2020-835 RT 3 BI	
047562		ENCO UTILITY		INV60144		0		2023 9 INV P				1,138.65		061623		297304		MB 2020-835 RT 1 BI	
												1,949.82							

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9												
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
						ACCOUNT TOTAL			1,949.82			
009660	639400					DISINFECT./EXTERMINATION						
003040	HAVARD	PEST CONTROL	2101162		0	2023	9	INV P	45.00	061623	297329	HAVARD PEST CONTROL
003040	HAVARD	PEST CONTROL	2111423		0	2023	9	INV P	215.00	061623	297329	HAVARD PEST CONTROL
									260.00			
						ACCOUNT TOTAL			260.00			
009660	643000					UNIFORM RENT						
002471	CINTAS	CORPORATION #	4156842891		0	2023	9	INV P	53.14	061623	297268	STATE CONTRACT 8200
002471	CINTAS	CORPORATION #	4157488225		0	2023	9	INV P	39.13	061623	297269	STATE CONTRACT 8200
									92.27			
						ACCOUNT TOTAL			92.27			
009660	687000					CUSTODIAL SERVICE						
002037	AB	SUPPORT SERVICES	481018		2301150	2023	9	INV P	424.00	061623	297219	TWO QUOTE - JANITOR
						ACCOUNT TOTAL			424.00			
						ORG 009660 TOTAL			18,385.54			
009672	525000					W&S O&M-WATER TRANSMISSION DIV						
009672	525000					GAS AND OIL						
001002	CITY OF HATTIESBURG	TRF 5/23 FUEL USE9		0	2023	9	INV P	7,307.56	061623	297275	FUEL USAGE 5/1/23-5	
						ACCOUNT TOTAL			7,307.56			
009672	525700					DIESEL FUEL						
001002	CITY OF HATTIESBURG	TRF 5/23 FUEL USE9		0	2023	9	INV P	111.83	061623	297275	FUEL USAGE 5/1/23-5	
						ACCOUNT TOTAL			111.83			
009672	545000					HAND TOOLS						
003543	MCELHANEY PLUMBING I	296137		2303653	2023	9	INV P	319.90	061623	297362	HAND TOOLS FOR WATE	
						ACCOUNT TOTAL			319.90			
009672	546000					MINOR EQUIPMENT						
003987	PUCKETT RENTS	971699-0001		2303712	2023	9	INV P	389.49	061623	297409	HOSES FOR TRASH PUM	
						ACCOUNT TOTAL			389.49			
009672	561000					PLUMBING SUPPLIES						
002442	CENTRAL PIPE SUPPLY	S100328800-001		2302368	2023	9	INV P	96,776.00	061623	297265	BADGER METERS FOR W	
002442	CENTRAL PIPE SUPPLY	S100336402-001		2303411	2023	9	INV P	3,191.26	061623	297265	WAREHOUSE STOCK FOR	
									99,967.26			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002559	CORE & MAIN (HD SUPP	S775305	2302681	2023	8	INV	P		1,136.23	061623	297286 WAREHOUSE STOCK FOR
ACCOUNT TOTAL									101,103.49		
009672	570000		MTR VEHICLE REP. PTS/SPL								
002700	EAGLE TIRE AND SERVI	INV073234	2303419	2023	8	INV	P		244.64	061623	297296 TIRES FOR UNIT # 21
003861	PATTERSON AUTO ELECT	81834	2302650	2023	9	INV	P		1,018.14	061623	297394 REPAIRS TO UNIT # 2
003861	PATTERSON AUTO ELECT	81886	2303514	2023	9	INV	P		605.89	061623	297394 REPAIRS TO UNIT #15
									1,624.03		
004297	SOUTHERN TIRE MART (	2520118478	2302429	2023	9	INV	P		1,320.00	061623	297439 BRAKE JOB FOR UNIT
048827	CARQUEST	14758-26296	2303680	2023	9	INV	P		57.45	061623	297263 REPAIR PARTS FOR UN
ACCOUNT TOTAL									3,246.12		
009672	638400		MOTOR VEHICLE EQ. R&M								
004297	SOUTHERN TIRE MART (	2520118478	2302429	2023	9	INV	P		475.00	061623	297439 BRAKE JOB FOR UNIT
ACCOUNT TOTAL									475.00		
009672	639900		OTHER REPAIRS AND MAINT.								
003253	JOHNNY'S WRECKER SER	00045713	0	2023	9	INV	P		375.00	061623	297346 TOW IN UNIT # 13176
ACCOUNT TOTAL									375.00		
ORG 009672 TOTAL									113,328.39		
009673	W&S O&M-WATER PLANT DIVISION										
009673	513000		CHEMICALS								
002094	ALLIED UNIVERSAL COR	I2862390	2303479	2023	9	INV	P		15,900.00	061623	297227 CHLORINE FOR WATER
002094	ALLIED UNIVERSAL COR	I2862391	2303479	2023	9	INV	P		10,600.00	061623	297227 CHLORINE FOR WATER
002094	ALLIED UNIVERSAL COR	I2864836	2303628	2023	9	INV	P		7,190.00	061623	297227 CHLORINE & SULFUR D
002094	ALLIED UNIVERSAL COR	I2864837	2303628	2023	9	INV	P		18,920.00	061623	297227 CHLORINE & SULFUR D
									52,610.00		
003179	INDUSTRIAL CHEMICALS	531407	0	2023	9	INV	P		4,921.11	061623	297339 PO#2303338-- SODIUM
ACCOUNT TOTAL									57,531.11		
009673	525000		GAS AND OIL								
001002	CITY OF HATTIESBURG	TRF 5/23 FUEL USE9	0	2023	9	INV	P		1,125.16	061623	297275 FUEL USAGE 5/1/23-5
ACCOUNT TOTAL									1,125.16		
009673	525700		DIESEL FUEL								
001002	CITY OF HATTIESBURG	TRF 5/23 FUEL USE9	0	2023	9	INV	P		68.38	061623	297275 FUEL USAGE 5/1/23-5

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR TYP S				WARRANT	CHECK	DESCRIPTION	
				ACCOUNT TOTAL				68.38			
009673	570000			MTR	VEHICLE	REP.	PTS/SPL				
002160	AT&T MOBILITY	287308925627X060523	0	2023	9	INV	P	920.40	061623	297236	MB2016-287/GEOTAB/M
				ACCOUNT TOTAL				920.40			
009673	604900			OTHER	PROFESSIONAL	SERV.					
002288	BONNER ANALYTICAL TE	79968	0	2023	9	INV	P	1,445.58	061623	297253	MAY 2023 ROUTINE CO
002380	BYRD, WADE J.	BYRD062023	0	2023	9	INV	P	3,000.00	061623	297259	OPERATOR OF RECORD,
002471	CINTAS CORPORATION #	4156843045	0	2023	9	INV	P	87.07	061623	297267	SC#8200044758- MOPS
002471	CINTAS CORPORATION #	4158214329	0	2023	9	INV	P	77.59	061623	297268	SC#8200044758-- MOP
								164.66			
004143	SECURITY BLANKET	189850	0	2023	9	INV	P	279.00	061623	297426	06/02/23 SERVICE CA
				ACCOUNT TOTAL				4,889.24			
009673	611000			TRAVEL	EXPENSE						
003136	HOWE, ALAN	MML2023	0	2023	9	INV	P	184.00	061623	297337	MML 2023 TRAVEL EXP
				ACCOUNT TOTAL				184.00			
009673	630500			ELECTRICITY							
003700	MS POWER COMPANY	E2023- JUNE 02	0	2023	9	INV	P	23,797.75	061623	297378	MISSISSIPPI POWER-V
003700	MS POWER COMPANY	E2023-30 MAY	0	2023	9	INV	P	862.71	061623	297378	MISSISSIPPI POWER V
								24,660.46			
003873	PEARL RIVER VALLEY E	2023 31 MAY	0	2023	9	INV	P	6,239.39	061623	297396	PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2023-06/06/23	0	2023	9	INV	P	111.96	061623	297396	PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2023-25 MAY	0	2023	9	INV	P	164.94	061623	297396	PEARL RIVER VALLEY-
								6,516.29			
				ACCOUNT TOTAL				31,176.75			
009673	638400			MOTOR	VEHICLE	EQ.	R&M				
003861	PATTERSON AUTO ELECT	81834	2302650	2023	9	INV	P	1,312.50	061623	297394	REPAIRS TO UNIT # 2
				ACCOUNT TOTAL				1,312.50			
009673	684500			REGISTRATION	FEE/TUITION						
004017	REGIONS CARDHOLDER S	1708 -05-31-2023	0	2023	9	INV	P	257.50	061623	297413	1708 - 05-31-2023 C
				ACCOUNT TOTAL				257.50			
009673	687000			CUSTODIAL	SERVICE						
047011	JANI-KING OF SOUTH E	C06230009	2300340	2023	9	INV	P	483.00	061623	297343	MB#2022-831 TWO QUO

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									483.00		
ORG 009673 TOTAL									97,948.04		
009676 W&S O&M-SEWER DIVISION											
009676 525000 GAS AND OIL											
001002	CITY OF HATTIESBURG	TRF 5/23	FUEL USE9	0	2023	9	INV	P	75.00	061623	297275 FUEL USAGE 5/1/23-5
ACCOUNT TOTAL									75.00		
009676 525700 DIESEL FUEL											
001002	CITY OF HATTIESBURG	TRF 5/23	FUEL USE9	0	2023	9	INV	P	778.10	061623	297275 FUEL USAGE 5/1/23-5
ACCOUNT TOTAL									778.10		
009676 540000 ASPHALT & ASPHALT PROD.											
004586	WARREN PAVING INC	77831	2303482	2023	9	INV	P		739.83	061623	297468 HOT MIX ASPHALT ---
004586	WARREN PAVING INC	77976	2303482	2023	9	INV	P		397.63	061623	297468 HOT MIX ASPHALT ---
004586	WARREN PAVING INC	77996	2303482	2023	9	INV	P		405.55	061623	297468 HOT MIX ASPHALT ---
004586	WARREN PAVING INC	78009	2303482	2023	9	INV	P		577.08	061623	297468 HOT MIX ASPHALT ---
004586	WARREN PAVING INC	78078	2303482	2023	9	INV	P		301.74	061623	297468 HOT MIX ASPHALT ---
004586	WARREN PAVING INC	78136	2303482	2023	9	INV	P		226.96	061623	297468 HOT MIX ASPHALT ---
004586	WARREN PAVING INC	78251	2303482	2023	9	INV	P		563.88	061623	297468 HOT MIX ASPHALT ---
004586	WARREN PAVING INC	78285	2303482	2023	9	INV	P		483.84	061623	297468 HOT MIX ASPHALT ---
									3,696.51		
ACCOUNT TOTAL									3,696.51		
009676 541500 SAND,CLAY,GRVL,FILL DIRT											
004586	WARREN PAVING INC	77931	2303365	2023	9	INV	P		850.28	061623	297468 610 CRUSH LIMESTONE
ACCOUNT TOTAL									850.28		
009676 570000 MTR VEHICLE REP. PTS/SPL											
003861	PATTERSON AUTO ELECT	81716	2302226	2023	9	INV	P		460.03	061623	297394 REPAIRS FOR UNIT #
003861	PATTERSON AUTO ELECT	81764	2301968	2023	9	INV	P		913.51	061623	297394 REPAIRS TO SPARTAN
003861	PATTERSON AUTO ELECT	81858	2303630	2023	9	INV	P		1,533.33	061623	297394 REPAIRS TO UNIT # 2
									2,906.87		
048827	CARQUEST	14758-26122	2303588	2023	9	INV	P		58.20	061623	297263 REPAIR PARTS FOR JE
ACCOUNT TOTAL									2,965.07		
009676 604900 OTHER PROFESSIONAL SERV.											
002288	BONNER ANALYTICAL TE	80078	0	2023	9	INV	P		2,289.01	061623	297253 NPDES MONITORING, L
ACCOUNT TOTAL									2,289.01		
009676 630500 ELECTRICITY											

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
003700	MS POWER COMPANY	E2023- JUNE 02	0	2023	9	INV P	798.06 061623	297378	MISSISSIPPI POWER-V	
004282	SOUTHERN PINE ELECTR	E2023-6/05	0	2023	9	INV P	419.02 061623	297438	SOUTHERN PINE ELECT	
ACCOUNT TOTAL							1,217.08			
009676	636000	STREETS & STRUCTURES R&M								
004058	RJM MCQUEEN CONTRACT	2791	0	2023	9	INV P	5,290.00 061623	297418	MB2022-680:SEWER RE	
004058	RJM MCQUEEN CONTRACT	2792	0	2023	9	INV P	110,848.66 061623	297418	MB2022-680:SEWER RE	
004058	RJM MCQUEEN CONTRACT	2793	2303566	2023	9	INV P	18,011.00 061623	297418	CONCRETE REPAIR NEA	
							134,149.66			
ACCOUNT TOTAL							134,149.66			
009676	638400	MOTOR VEHICLE EQ. R&M								
003861	PATTERSON AUTO ELECT	81716	2302226	2023	9	INV P	417.50 061623	297394	REPAIRS FOR UNIT #	
003861	PATTERSON AUTO ELECT	81764	2301968	2023	9	INV P	750.00 061623	297394	REPAIRS TO SPARTAN	
003861	PATTERSON AUTO ELECT	81858	2303630	2023	9	INV P	875.00 061623	297394	REPAIRS TO UNIT # 2	
003861	PATTERSON AUTO ELECT	81886	2303514	2023	9	INV P	625.00 061623	297394	REPAIRS TO UNIT #15	
							2,667.50			
ACCOUNT TOTAL							2,667.50			
009676	638600	CONSTRUCTION EQUIP R&M								
002083	ALLBRITTON CHAIN SAW	97937	2303649	2023	9	INV P	748.44 061623	297226	MOWER BLADES-#20999	
003861	PATTERSON AUTO ELECT	81681	2302222	2023	9	INV P	375.00 061623	297394	REPAIRS TO ASSET #	
ACCOUNT TOTAL							1,123.44			
009676	643000	UNIFORM RENT								
002471	CINTAS CORPORATION #	4156843745	0	2023	9	INV P	236.86 061623	297267	SC#8200044758- UNIF	
002471	CINTAS CORPORATION #	4157488765	0	2023	9	INV P	283.55 061623	297267	SC#8200044758- UNIF	
002471	CINTAS CORPORATION #	4158214943	0	2023	9	INV P	246.61 061623	297267	SC#8200044758-- UNI	
							767.02			
ACCOUNT TOTAL							767.02			
ORG 009676 TOTAL							150,578.67			
009677	W&S O&M-SEWER LAGOON DIV.									
009677	525000	GAS AND OIL								
001002	CITY OF HATTIESBURG	TRF 5/23 FUEL USE9	0	2023	9	INV P	540.99 061623	297275	FUEL USAGE 5/1/23-5	
ACCOUNT TOTAL							540.99			
009677	525700	DIESEL FUEL								
001002	CITY OF HATTIESBURG	TRF 5/23 FUEL USE9	0	2023	9	INV P	198.27 061623	297275	FUEL USAGE 5/1/23-5	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9										
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL								198.27		
009677	630500				ELECTRICITY					
003700	MS POWER COMPANY	E2023-	JUNE 02	0	2023	9	INV P	13,970.29	061623	297378 MISSISSIPPI POWER-V
003873	PEARL RIVER VALLEY E	2023	31 MAY	0	2023	9	INV P	2,532.92	061623	297396 PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2023-06/06/23		0	2023	9	INV P	419.02	061623	297396 PEARL RIVER VALLEY-
003873	PEARL RIVER VALLEY E	2023-25 MAY		0	2023	9	INV P	1,367.44	061623	297396 PEARL RIVER VALLEY-
								4,319.38		
ACCOUNT TOTAL								18,289.67		
009677	638000				FIXED EQUIPMENT R&M					
002490	CLEARWATER CONSULTAN	12-122302		0	2023	9	INV P	26,819.43	061623	297280 ANALYTICAL SERVICES
003348	L & A CONTRACTING CO	483-241		0	2023	9	INV P	40,687.42	061623	297354 MB2016-64:LAGOONS A
ACCOUNT TOTAL								67,506.85		
ORG 009677					TOTAL			86,535.78		
FUND 009					WATER & SEWER OPERATION/MAINT.			TOTAL: 466,776.42		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9											
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
019100						POL.FORFEITURES-POLICE DIV.					
019100 559200						OTHER OPER.MATLS-D.A.R.E.					
004446 TOSHIBA BUSINESS SOL 42441924						0	2023	9 INV P	217.64	061623	297451 MB#2022-514 COMMUNI
ACCOUNT TOTAL									217.64		
ORG 019100 TOTAL									217.64		
FUND 019 POLICE FORFEITURES FUND									TOTAL: 217.64		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9														
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
039551					AIRPORT IMPR.-AIRPORT DIV									
039551 729502					AIRPORT IMP-FAA									
002843	FORD	ENGINEERING	SER	211116N	0	2023	9	INV	P	1,592.46	061623	297315	MB	2021-306 TAXIWAY
002843	FORD	ENGINEERING	SER	211116O	0	2023	9	INV	P	2,153.27	061623	297315	MB	2021-306 TAXIWAY
002843	FORD	ENGINEERING	SER	211116P	0	2023	9	INV	P	1,562.46	061623	297315	MB	2021-306 TAXIWAY
002843	FORD	ENGINEERING	SER	221206A	0	2023	9	INV	P	16,396.41	061623	297315	MB	2021-306 TAXIWAY
002843	FORD	ENGINEERING	SER	221206B	0	2023	9	INV	P	13,322.08	061623	297315	MB	2021-306 TAXIWAY
002843	FORD	ENGINEERING	SER	221206C	0	2023	9	INV	P	16,396.41	061623	297315	MB	2021-306 AIRPORT
										51,423.09				
ACCOUNT TOTAL										51,423.09				
ORG 039551 TOTAL										51,423.09				
FUND 039 AIRPORT IMPROVEMENT FUND										TOTAL:	51,423.09			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION	
072201					MUN.ROAD&BRIDGE-STREET DIV						
072201 723014					LAMAR BLVD-REGIONS						
004197 SHOWS DEARMAN & WAIT 23437					0	2023	9 INV P	8,165.00	061623	297428	MB 2020-113 LAMAR B
ACCOUNT TOTAL								8,165.00			
072201 723025					CTRY.CLUB RD. INTERSECTN.						
004197 SHOWS DEARMAN & WAIT 23489					0	2023	9 INV P	1,887.39	061623	297428	MB 2021-171 COUNTRY
ACCOUNT TOTAL								1,887.39			
ORG 072201 TOTAL								10,052.39			
FUND 072 MUNICIPAL ROAD & BRIDGE						TOTAL:		10,052.39			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
073570				MASS TRANSIT-TRANSPORTATION							
073570	500300			PAPER							
002527	COMMERCIAL STATIONER	467559-0		2302667	2023	8	INV	P	485.12	061623	297285 COPIER PAPER FOR OF
				ACCOUNT TOTAL					485.12		
073570	501000			OTHER EXPENDABLE OFF.SPL							
002527	COMMERCIAL STATIONER	469241-0		2303040	2023	8	INV	P	348.73	061623	297285 COMPUTER & OFFICE S
				ACCOUNT TOTAL					348.73		
073570	502000			MINOR OFFICE EQUIP/FURN.							
002527	COMMERCIAL STATIONER	468577-0		2303058	2023	8	INV	P	1,090.59	061623	297285 COMPUTER SUPPLIES &
				ACCOUNT TOTAL					1,090.59		
073570	508000			COMPUTER SUPPLIES							
002527	COMMERCIAL STATIONER	468577-0		2303058	2023	8	INV	P	479.25	061623	297285 COMPUTER SUPPLIES &
002527	COMMERCIAL STATIONER	469241-0		2303040	2023	8	INV	P	964.66	061623	297285 COMPUTER & OFFICE S
									1,443.91		
				ACCOUNT TOTAL					1,443.91		
073570	525000			GAS AND OIL							
001002	CITY OF HATTIESBURG	TRF 5/23 FUEL USE73	0	2023	9	INV	P		1,158.17	061623	297274 FUEL USAGE 5/1/23-5
				ACCOUNT TOTAL					1,158.17		
073570	525700			DIESEL FUEL							
001002	CITY OF HATTIESBURG	TRF 5/23 FUEL USE73	0	2023	9	INV	P		10,435.04	061623	297274 FUEL USAGE 5/1/23-5
				ACCOUNT TOTAL					10,435.04		
073570	545000			HAND TOOLS							
004017	REGIONS CARDHOLDER S	1286 - 05-31-2023	0	2023	9	INV	P		900.12	061623	297413 1286 - 05-31-2023 C
				ACCOUNT TOTAL					900.12		
073570	559000			OTHER OPERATING MATL/SPLY							
002852	FORREST CTY TAX COLL	HCT&SANITATIONTITLES	0	2023	9	INV	P		70.00	061623	297316 TITLES/SEE ATTACHEME
				ACCOUNT TOTAL					70.00		
073570	571001			REPAIR PARTS - FIXED ROUTE							
002565	COURTESY MOTORS INC	111424		2302935	2023	9	INV	P	145.65	061623	297288 REPLACEMENT PARTS B
004297	SOUTHERN TIRE MART (	2520119670		2302634	2023	9	INV	P	2,166.64	061623	297439 TIRES FOR ALL GILLI
004514	UNIVERSITY TIRE & SE	INV215195		2303197	2023	9	INV	P	4,785.20	061623	297463 TIRES FOR ALL FORDS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL							7,097.49			
073570	599000				OTHER REPAIR/MAINT. SPL.					
002565	COURTESY MOTORS INC	111424	2302935	2023	9	INV P	260.52	061623	297288	REPLACEMENT PARTS B
ACCOUNT TOTAL							260.52			
073570	606000				TELEPHONE AND TELEGRAPH					
002160	AT&T MOBILITY	287273578351X060823	0	2023	9	INV P	178.02	061623	297234	MB#2016-287/WIRELES
ACCOUNT TOTAL							178.02			
073570	609900				OTHER COMMUNICATION EXP.					
002713	ECOLANE USA INC	CINV-034373	2301672	2023	8	INV P	9,325.63	061623	297298	MAINTENANCE FEE/GPS
ACCOUNT TOTAL							9,325.63			
073570	620000				PRINTING					
002527	COMMERCIAL STATIONER	467771-0	2302636	2023	8	INV P	48.50	061623	297285	BUS PASSES FOR ASC
ACCOUNT TOTAL							48.50			
073570	638501				BUS EQUIP R&M-FIXED ROUTE					
002565	COURTESY MOTORS INC	326188	2303094	2023	9	INV P	6,301.74	061623	297288	TEAR DOWN REPAIR-VE
002565	COURTESY MOTORS INC	328378	2303521	2023	9	INV P	5,001.87	061623	297288	TEAR DOWN & REPAIR
							11,303.61			
ACCOUNT TOTAL							11,303.61			
073570	638502				BUS EQUIP R&M-PARATRANSIT					
002035	AAMCO TRANSMISSION (	L145200	2300027	2023	9	INV P	1,117.77	061623	297218	A/C NOT COOLING ON
ACCOUNT TOTAL							1,117.77			
073570	639800				TOW IN CHARGES					
003253	JOHNNY'S WRECKER SER	44468	0	2023	9	INV P	800.00	061623	297346	INVOICE-JOHNNY'S WR
003253	JOHNNY'S WRECKER SER	45083	0	2023	9	INV P	800.00	061623	297346	TOWED 12-27 BUS #16
							1,600.00			
ACCOUNT TOTAL							1,600.00			
073570	639900				OTHER REPAIRS AND MAINT.					
003630	MOBILITY SYSTEMS INC	9454	2303711	2023	9	INV P	190.00	061623	297371	WHEELCHAIR LIFT NOT
ACCOUNT TOTAL							190.00			
073570	643000				UNIFORM RENT					
002471	CINTAS CORPORATION #	4154718209	0	2023	8	INV P	208.83	061623	297267	HCT UNIFORM RENTALS
002471	CINTAS CORPORATION #	4155418167	0	2023	8	INV P	157.45	061623	297267	HCT UNIFORM RENTALS
002471	CINTAS CORPORATION #	4156117801	0	2023	8	INV P	161.90	061623	297267	HCT UNIFORM RENTALS

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9													
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
002471	CINTAS	CORPORATION	# 4156843273		0	2023	8	INV P	150.80	061623	297267	HCT	UNIFORM RENTALS
002471	CINTAS	CORPORATION	# 4157488643		0	2023	8	INV P	189.07	061623	297267	HCT	UNIFORM RENTALS
002471	CINTAS	CORPORATION	# 4158214634		0	2023	9	INV P	143.47	061623	297267	HCT	UNIFORM RENTALS
									1,011.52				
ACCOUNT TOTAL									1,011.52				
073570	687000	CUSTODIAL SERVICE											
002037	AB	SUPPORT SERVICES	4B1018		2301150	2023	9	INV P	424.00	061623	297219	TWO QUOTE -	JANITOR
ACCOUNT TOTAL									424.00				
073570	741000	BUSES											
049552	TRANSPORTATION	SOUTH DE-01617		2301181	2023	9	INV P	1,008,000.00	061623	297453	SEVEN (7)	NEW BUSES	
ACCOUNT TOTAL									1,008,000.00				
ORG 073570 TOTAL									1,056,488.74				
FUND 073 MASS TRANSIT FUND									TOTAL:	1,056,488.74			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
077000				COMMUNITY CTR	BALANCE SHEET						
077000	122000				DAMAGE DEPOSITS						
049987	ZETA PHI BETA	ZETA 5/5/23	0	2023	9	INV	P		100.00	061623	297476 REFUND SECURITY DEP
049988	ALICE HEIDELBURG	A HEIDELBURG 5/6/23	0	2023	9	INV	P		100.00	061623	297225 REFUND SECURITY DEP
				ACCOUNT TOTAL					200.00		
				ORG 077000	TOTAL				200.00		
077001				COMMUNITY CTR	REVENUES						
077001	314600				CULTURAL CTR USE FEE						
049989	HENRY COLLINS	H COLLINS 4/29/23	0	2023	9	INV	P		250.00	061623	297331 REFUND SECURITY DEP
				ACCOUNT TOTAL					250.00		
				ORG 077001	TOTAL				250.00		
077650				COMMUNITY CTR-ADMIN/GENERAL							
077650	510000				CLEANING/JANITORIAL SPLY						
003772	NEWELL PAPER COMPANY	4152566	2303539	2023	9	INV	P		280.43	061623	297388 JANITORIAL SUPPLIES
003772	NEWELL PAPER COMPANY	4152806	2303539	2023	9	INV	P		137.63	061623	297388 JANITORIAL SUPPLIES
									418.06		
048909	BRADY COMPANIES, LLC	8107702	2303398	2023	9	INV	P		240.63	061623	297256 JANITORIAL SUPPLIES
				ACCOUNT TOTAL					658.69		
077650	525000				GAS AND OIL						
001002	CITY OF HATTIESBURG	TRF 5/23 FUEL USE77	0	2023	9	INV	P		210.46	061623	297276 FUEL USAGE 5/1/23-5
				ACCOUNT TOTAL					210.46		
077650	535500				WEARING APPAREL						
003216	J M H GRAPHICS	38715	2303660	2023	9	INV	P		454.00	061623	297342 SUMMER TSHIRTS FOR
				ACCOUNT TOTAL					454.00		
077650	570000				MTR VEHICLE REP. PTS/SPL						
002160	AT&T MOBILITY	287308925627X060523	0	2023	9	INV	P		94.40	061623	297236 MB2016-287/GEOTAB/M
				ACCOUNT TOTAL					94.40		
077650	606000				TELEPHONE AND TELEGRAPH						
002160	AT&T MOBILITY	287273578351X060823	0	2023	9	INV	P		61.64	061623	297234 MB#2016-287/WIRELES
				ACCOUNT TOTAL					61.64		
077650	630000				GAS						
004321	SPIRE	G2023-JUN 5	0	2023	9	INV	P		346.31	061623	297441 SPIRE-VARIOUS DEPT-

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR		TYP	S	WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL				346.31		
077650	630500				ELECTRICITY						
003700	MS POWER COMPANY	E2023-	JUNE 02	0	2023	9	INV	P	4,434.18	061623	297378 MISSISSIPPI POWER-V
					ACCOUNT TOTAL				4,434.18		
077650	637000				HOUSEHOLD EQUIPMENT		R&M				
002176	B CLEAN LLC	82368		2303608	2023	9	INV	P	909.00	061623	297243 VACUUM SKIMMER LINE
002176	B CLEAN LLC	82901		2303606	2023	9	INV	P	186.18	061623	297243 HBURG ARTS CENTER L
002176	B CLEAN LLC	83236		2303607	2023	9	INV	P	1,308.50	061623	297243 VACUUM GREASE TRAP
									2,403.68		
					ACCOUNT TOTAL				2,403.68		
077650	639400				DISINFECT./EXTERMINATION						
003040	HAVARD PEST CONTROL	2111761		0	2023	9	INV	P	520.00	061623	297329 HAVARD PEST CONTROL
					ACCOUNT TOTAL				520.00		
					ORG 077650		TOTAL		9,183.36		
FUND 077 COMMUNITY CENTERS' FUND					TOTAL:				9,633.36		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9																	
ACCOUNT/VENDOR		INVOICE		PO		YEAR/PR		TYP S		WARRANT		CHECK		DESCRIPTION			
082285		CDBG-ENTITLEMENTS															
082285		525000		GAS		AND OIL											
001002 CITY OF HATTIESBURG		TRF 5/23 FUEL USE82		0		2023 9		INV P		92.23 061623		297277		FUEL USAGE 5/1/23-5			
ACCOUNT TOTAL										92.23							
ORG 082285 TOTAL										92.23							
FUND 082 COMMUNITY DEVELOP. BLOCK GRANT										TOTAL:		92.23					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
086300				SPEC SALES TAX/RECREATION MAIN							
086300	729506			HBURG AMERICAN ARTS CENTER							
003804	OAK GROVE HEATING &	i92613		229108	2023	9	INV	P	16,200.00	061623	297390 TWO QUOTE - HATTIES
				ACCOUNT TOTAL					16,200.00		
086300	7295PR			CAPITAL PROJECTS							
002796	FASTSIGNS OF HATTIES	2153-10605		2303343	2023	8	INV	P	632.93	061623	297311 METAL SIGNS - (FAST
002901	GILKEY ELECTRIC SUPP	374956		2303513	2023	8	INV	P	21.75	061623	297322 ELECTRICAL SUPPLIES
003242	JEFCOAT FENCE OF HAT	0024521		2303209	2023	9	INV	P	1,850.00	061623	297344 JAYCEE PARK FENCING
003385	LANDRY LEWIS GERMANY	CN 22-3922-008		0	2023	9	INV	P	2,797.32	061623	297356 MB#2021-454 JAYCEE
003385	LANDRY LEWIS GERMANY	CN 22-3936-004		0	2023	9	INV	P	3,000.00	061623	297356 CAC BLACK BOX THEAT
									5,797.32		
003764	NEEL-SCHAFFER INC	1085498-1086056	PH5	0	2023	9	INV	P	4,500.00	061623	297387 MB#2021-400 JAYCEE
003764	NEEL-SCHAFFER INC	1085498-1086056	PH6	0	2023	9	INV	P	5,860.00	061623	297387 MB#2021-400 JAYCEE
003764	NEEL-SCHAFFER INC	1085540-1086097		0	2023	9	INV	P	47,500.00	061623	297387 MB#2021-564 TATUM P
									57,860.00		
004043	RICHARDSON ATHLETICS	40392		2302635	2023	8	INV	P	355.20	061623	297415 JAYCEE PARK IMPROVE
004043	RICHARDSON ATHLETICS	40453		2303096	2023	9	INV	P	12,802.88	061623	297415 TWO-QUOTE - JAYCEE
									13,158.08		
004197	SHOWS DEARMAN & WAIT	23384		0	2023	9	INV	P	8,470.00	061623	297428 MB 2012-1/34
004197	SHOWS DEARMAN & WAIT	23444		0	2023	9	INV	P	670.00	061623	297428 MB 2012-1/34 US 11
									9,140.00		
004322	SPORTS CONTRACTORS U	TATUM FIELDS #1		0	2023	9	INV	P	392,525.99	061623	297442 MB 2022-165 TATUM P
004504	UNITED FENCE COMPANY	25820		2302038	2023	9	INV	P	4,624.00	061623	297460 TWO QUOTE - REMOVAL
049196	JW CHAIN CONTRACTORS	JAYCEE FIELDS #10		0	2023	9	INV	P	260,020.70	061623	297349 MB 2021-400 JAYCEE
049598	PHOENIX CONSTRUCTION	JAYCEE PARK #5		0	2023	9	INV	P	142,315.70	061623	297399 MB#2022-74 JAYCEE P
				ACCOUNT TOTAL					887,946.47		
				ORG 086300	TOTAL				904,146.47		
FUND 086 SPEC SALES TAX P&R/UNIV IMPROV									TOTAL:	904,146.47	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9										
ACCOUNT/VENDOR			INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
088603			PUBLIC SAFETY/REC CONSTRUCTION							
088603 729501			HALL AVENUE OVERPASS							
003764	NEEL-SCHAFFER	INC	1085505	0	2023	9	INV P	39,118.77	061623	297387 MB#2019-115 HALL AV
003764	NEEL-SCHAFFER	INC	1085507-1086065	0	2023	9	INV P	6,024.75	061623	297387 MB#2011-4/307-310 H
003764	NEEL-SCHAFFER	INC	1086064	0	2023	9	INV P	29,315.64	061623	297387 MB#2019-115 HALL AV
003764	NEEL-SCHAFFER	INC	1086067	0	2023	9	INV P	15,390.59	061623	297387 MB#2021-160 HALL AV
003764	NEEL-SCHAFFER	INC	1086804	0	2023	9	INV P	22,826.10	061623	297387 MB 2021-160 HALL AV
003764	NEEL-SCHAFFER	INC	1087453	0	2023	9	INV P	21,324.47	061623	297387 MB 2021-160 HALL AV
								134,000.32		
ACCOUNT TOTAL								134,000.32		
ORG 088603 TOTAL								134,000.32		
FUND 088			PUBLIC SAFETY/REC CONSTRUCTION				TOTAL:	134,000.32		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2023/8 TO 2023/9										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
097201			INFRA IMPROVE-INTRNT	SALES TAX						
097201	723029		HARDY ST ROUNDABOUT							
003764	NEEL-SCHAFFER INC	1086063	0	2023	9	INV P	2,439.42	061623	297387	MB#2011-4/307-310 H
ACCOUNT TOTAL							2,439.42			
097201	723099		OTHER STREET IMPR.							
002487	CLEARPOINT CONSULTIN	73882010-00004	0	2023	9	INV P	2,600.00	061623	297279	MB 2021-565 MIDTOWN
049466	MYERS UNDERGROUND	MIDTOWN DRAINAGE #6	0	2023	9	INV P	43,532.10	061623	297381	MB 2021-549 MIDTOWN
ACCOUNT TOTAL							46,132.10			
ORG 097201 TOTAL							48,571.52			
FUND 097 INFRA IMPROVE-INTRNT SALES TAX TOTAL:							48,571.52			

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City of Hattiesburg, MS
A/P CASH DISBURSEMENTS JOURNAL

P 45
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JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
001 General Fund		625,776.67
002 PARKS & RECREATION FUND		137,748.16
009 WATER & SEWER OPERATION/MAINT.		466,776.42
019 POLICE FORFEITURES FUND		217.64
039 AIRPORT IMPROVEMENT FUND		51,423.09
072 MUNICIPAL ROAD & BRIDGE		10,052.39
073 MASS TRANSIT FUND		1,056,488.74
077 COMMUNITY CENTERS' FUND		9,633.36
082 COMMUNITY DEVELOP. BLOCK GRANT		92.23
086 SPEC SALES TAX-P&R/UNIV IMPROV		904,146.47
088 PUBLIC SAFETY/REC CONSTRUCTION		134,000.32
097 INFRA IMPROVE-INTRNT SALES TAX		48,571.52
801 CLAIMS FUND		
	3,444,927.01	
TOTAL	3,444,927.01	3,444,927.01

** END OF REPORT - Generated by Sherry Jackson **